

C22/601/28

**Depositions (1626-27) taken from witnesses in the Chancery disputes
between Robert Barker v. Bonham Norton**

[Fo. 1^r]

[This page bears a short document in very legible but heavily contracted legal Latin. At present we are still working on a transcription and translation of this, pending which we present an image of fo. 1^r by itself (readers with good Latin will see the problems that the document poses). The document was drafted on behalf of the Chancery Commissioners as an attempt to pressure Robert Barker and Bonham Norton to come to a settlement.]

[Fo. 1^v]

The executiō of this Commission (as to the | Examinacōn of the parties, and all
wittnesses | on both sides) is contēined in the seueral | shedules to this Commission
anie & also | as by the same may appeare

Returned the

Daniel Hills

} Commission^{rs}

xvith daie [word illegible]
Ianuary 1627

Nath. Weston

[Fo. 2^r]

Ex parte [word illegible]

The Depositiō of S^r Euball Thelwall Knight one of the Masters of the |
High Court of Chancery in a cause between Robert Barker Esquire *plaintife* & Bonham |
Norton Esquire *defendan^t* taken at the Skynners Hall in London the xiiiith of March 1626 |
before Daniell Hills and Nathaniell Weston Citizens of London by vertue of his Ma^{ties}
Commission to them | directed.

To the first Interogatorie this deponent saith that he with the rest of the Commissioners
did cause | a Certificate to be drawne vp by assent of the said *parties* on both sides, w^{ch}
was intended shoulde bee | decreed, and was afterwards decreed accordingly. And he
further saith, that the moiety of the office | debts and all other things incident thereto was
to be restored to the *plaintife*, after the payment of § | eight thowsand pounds in the
decree and Interogatory mencōned according to the decree, To | w^{ch} for more certainty
he referreth himself.

To the second *Interrogatorie* he saith, that the first two thousand poundes was meant and intended | to be raised by the sale of Vpton farme, for that this deponent^t and the other Commissioners could | finde the *plaintife* Barker to haue noe other meanes to paie the same but by sale thereof. And he saith | that the other sixe thowsand poundes was to be paid by the proffitts of the office and for that | purpose two persons were appointed to looke to the managing of the said offie, for the best § | advancement and proffitts of the said office, and more speedie payment of the said sixe thowsand poundes.

To the third *Interrogatorie* he saith that the defendan^t was vpon payment of the first two thowsand | poundes to haue his name put out of Kings Printer, and the *plaintifes* name to be put in, and the | office was to be managed by two persons to be named by both parties, vntill out of the profitts of | the office the other sixe thowsand poundes should be paid; and the defendan^t was not to § | entermeddle with the said office more than with the receipt of the moitie of the proffitts | of the said office. Hee further saith that hee beleeueth the half-yearely accompts of the | proffitts of the office, were not yeilded vp for that Complaints were made by the parties | imployed by the *plaintife* in the said office. ffor the execucōn of the office he saith that he beleeueth | it was not, dylie, executed, for that complaints were often made by the parties appointed by the partie | and that the partie appointed for the *plaintife* was not permitted by M^r Norton the defendan^t to performe the same.

To the fourth he saith, that the reason whie the xx^{tie} in the hundred mencōned in the *Interrogatorie* | was put downe (w^{ch} was also done by consent of the parties) was to make the *plaintife* more § | careful to paie, and to giue the defendan^t better assurance for payment of his money, and not | any intent or purpose of <(this deponent nor of the rest of) as he verely beleeveth> that he the *plaintife* should paie the said xxth in the | hundred indeed. And it was the rather agreed by the Commissioners to be sett downe, for | that there is a clause toward the end of the decree, that they should haue power to heare | and determine all difference between the said parties from time to time as by the saide § | decree doth appeare, By w^{ch} meanes the Commissioners were enabled to moderate that | or any other extremity that should happen in the cause.

To the fifte he saith that he heard about the time of the making of the decree that the | ?*plaintifes* landes were encumbred and he heard the *plaintife* chardge the defendan^t that he had his lands | engaged to him and kept his body in prison: But what estate he had in | those landes he knoweth [word illegible] he saith that hee and the rest of the Commissioners did | intend that Vpton being sold for parte of payment for the redemption of the office that Xpofer | Barkers wife should (to his best remembrance) haue Sudeley, dischargd futurely | of all Incumbrances in lieu of the said Vpton farme; for w^{ch} point he referreth himself to | the decree, And this deponent with the rest of the Commissioners, by consent of the parties, did | (as yt may appeare ?any subsequent articles vnder the hands of the Commissioners, & the parties) | make other provision for her and her husband out of the profitts of the office.

To the sixth he saith that this deponen^{ts} meaning was, and taketh yt to be the meaning of the rest | of the Commissioners, that what books or moneys soever, that were taken out by either partie for their | owne vses before the making of the decree that neither of the parties should be charged thereof : l 1. | only such as were made debts by either of them should be brought to the office.

To the seaventh he saith that he receaved yt was not intended that the defendan^t should bee | ?charged of the 285^{li} for lattin books sold to the Company of Stationers for that yt was | [word illegible] to be a debt belonging to the office And he saith that the plaintife was to haue all | ?[moie]ty of the said office stock and debts as may appeare by the said decree.

To the viiith he saith that as towching the money that should be raised by sale of Vpton farme, [word illegible] | [2 words illegible] of the Commission^{ers} & the parties as may appeare by articles vnder their hand as that | [word illegible] be towards the payment of the said office. And he saith that he conceaueth both parties | were forward and willing for sale thereof: and therevpon the defendan^t was ?e[nioy]ned to ioyne | in the said sale, and procure his daughter Barker to ioyne also therein. And the deponen^t further | saith that afterwards the defendan^t would not consent for sale of Vpton farme for the defendan^t did | preemptory saie to this deponen^t that yt should not be sould, vnles Sudeley should be ?assured | [2 words illegible] words to that effect.

To the nynth he said nothing.

To the tenth he saith that he conceaueth the defendant to be chargeable wth a moitie of so much [word illegible] | [word illegible] parties did as was due to the moiety of the defendant & to accompt for the same euey half | yeare and the rather ?soe that the defendant did not permitt the partie employed by the plaintife to haue ?the managing of the said office.

To the xith this deponent saith that he thought yt not fitt to allowe him the defendant any vse for the first two thowsand pounds for that yt did appeare to this deponent, that he the defendant did | hinder the sale of Vpton farme, by w^{ch} the said two thousand pounds was to be paid. But the other Comissioners did thinke fitt to allow him fiue in the hundred for that two thowsand | pounds and for the rest [3 words illegible] noe more.

To the xiith he saith [4 words illegible] it was to be charged wth all that hee | trust : ?contrary to the [3 words illegible] and wth all the debts and moneys that by his § | default [word illegible] not called in, in [2 words illegible] debts as this deponen^t then tooke notice of did | amount [word illegible] one thowsand pounds [word illegible] his persuall of certain notes then taken | himself [word illegible] appeared.

To the xiith he saith [word illegible] purchased of blackfriars howse because yt was [word illegible] | [2 words illegible] of M^r Barker he was not to be charged therewth : But

M^r Barker [2 words illegible] reasonsable *proporcōn* for [3 words illegible] wch of the howse as should bee for the moietye of the office.

To the xiiith he saith he cannot nowe call to minde, anything materiall concerning this | *Interrogatory* otherwise then that there were somthinges resolved by the *Commission^{ers}* §§§§§§§§ to | be incerted in the decree that was to be made <[word illegible] articles> [word illegible] conceaueth that M^r Phillip Gerrard | who was ioyned *Commission^{er}* and to [3 words illegible] that was agreed vpon, can satisfie the | [2 words illegible] *Interrogatory*.

[2 words illegible] heard that M^r Windsor and two of the Cages were willing to buy the | said [word illegible] about the tyme when the same should be sould, and that there was Twoo | thowsand nyne hundred pounds offered for the same: and that this deponen^t was told | that the defendan^t did discourage the purchasers to buy the same.

To the xvith he saith that the *paper* draught of articles dated the 30th May 1624 | mencōned in the *Interrogatory* [2 words illegible] him at the tyme of [2 words illegible] as he takes it [word illegible] | copie of the articles [2 words illegible] by him and the rest of the *Commission^{rs}* to w^{ch} for more | ?certaynty he referreth himself. And for the other dated the xth of March following | are the verie Articles themselues wherevnto the proper hands of this deponent & the | rest of the *Commission^{rs}* & parties are subscribed. And for the rest of the *Interrogatory* he referreth himself to the Articles | [word illegible] he saith that the Letter now showed him is the verie same that hee | subscribed, mencōned in the *Interrogatory*.

Daniel Hills }
Nath Weston } Comissioners

Daniel Hills
Nath Weston

[Fo. 3^r]

Deposicōns of witnesses taken at Skynners hall London the fourth daie of Aprill | in the third year of the raigne of our soveraigne Lord King Charles before Daniel Hills and | Nathaniell Weston by vertue of his Ma^{ties} *Commisson* awarded out of his highnes Court of Chancery | in the cause there depending between Robert Barker Esq. *plaintife* and Bonham Norton esq, defendan^t.

William Windsor of Vpton Court in the Countie of Buck gent aged fitye yeares or thereabouts sworne & | examined on the *plaintifes* behalf deposeth and saith, To the first *Interrogatory* That he knoweth the parties *plaintife* & defendan^t | and also the Mannor and farme of Vpton in the *Interrogatory* mencōned as at this pointe being in his own

possession | And that the *plaintife* between three & fower yeares last past did offer the said Mannor and farme to this deponen^t | to be sould, And that they were then agreed at a price for it, but doth not now certainly remember | what the same price was. And at that time he did not to his remembrance giue earnest for the same § | And he further saith that he did then endeauour to raise moneys to paie for the same; and did also | really intend to buy the same and paie for yt accordingly. And further sayeth that he heard M^{ris} Sara | Barker the defendan^{ts} daughter saie that shee would not yeild that yt should be sould, and shee would | not parte with her estate therein. And to his best remembrance vpon that occasion the bargaine broke off.

To the second Interrogatory this deponent saith that afterwarde viz between two and three yeres since | the *plaintife* and this deponent came to a second agreement for the said mannor and farme and this deponen^t was to | giue him two thousand nyne hundred pounds for the same, and ment bona fide, to goe through wth it | and paie the money, and saith that yt was not this deponen^{ts} default that yt was not gone § | through withall, Nor in the said M^r Barker to this deponen^{ts} knowledge.

To the third Interrogatory this deponent saith that afterwards since the said last agreement with | M^r Barker in the second deposicōn mencōned, this deponent did agree with the defendan^t M^r Norton for the § | said mannor and farme for three thowsand pounds, And that there were assurances drawne betweene the | said defendan^{ts} M^r Norton and this deponen^t for the same. But that bargaine went not forward. And he saith | that he knoweth not the certaine reason whie yt broke off, but saith that he heard the *plaintife*, saie that the | cause that yt brake off was for that M^r Barker would not seale except that money might haue gone | towards the paymen^t of the said office of Kings printer. And further to this Interrogatory he cannot depose.

To the fourth Interrogatory he saith That he euer found the *plaintife* M^r Barker earnest and forward for the | sale of the said Mannor and farme towards the payment of the said office. And that he this deponen^t | is yet well contented to buy it, so he may haue yt worth his money & good assurance. And this deponen^t vtterly denieth that he did euer tell M^r Norton that he neuer ment to buy the said Manner and farme. | And saith that the defendan^t M^r Norton would haue sould yt, but for what vse he would haue the money | to bee, he doth not now remember, And further saith not.

Daniel Hills
Nath Weston.

[Fo. 4^r]

Deposicōns taken at Skynners Hall London the vith daie of Aprill in the third | yeare of
 the raigne of yo^r Soueraigne Lord King Charles & before Daniell Hills and Nathaniell
 Weston by vertue of his Ma^{ties} Commission awarded out of his highnes | Court of
 Chancery in a cause there depending between Robert Barker Esq |
plaintife & Bonham Norton esq. *defendant*.

Edward Sayers of Datchett in the Countie of Buck: yeoman and liiii yeares | or
 thereabouts sworne and examined on the *plaintife* behalfe deposeth and saith. To | the
 first interrogatory, he saith he knoweth the *parties plaintife* and *defendan^t* and the |
 farme of Vpton, and also William Windsor gent in the Interrogatory named and | saith
 that he knoweth of the decree made in Chancery between the *parties* | to this suite,
 touching the affaire of Kings Printer, for that he hath heard it | read, and yt beares date
 between three & fower yeares past, for the | certaintie whereof he referreth himself to the
 decree. And he saith that hee | was present about Whitsuntide wilbe fower yeres, when
 the said *plaintife* did | deale with the said M^r Windsor to purchase the said farme of
 Vpton, & they | did then agree for the same, and he was present when yt was done at
 Sudley | howse in the great parlour, and the price (as this deponent remembers) was twoe
 | thousand nyne hundred pounds or thereabouts. And he further saith that | both M^r
 Barker and M^r Windsor did then tell this deponen^t that the said M^r | Windsor had giuen
 earnest for the same.

To the sixth Interrogatory hee saith that the said M^r Windsor came to London & made
 | prouision of moneyes to paie for the said purchase; and he heard the said M^r Windsor
 | saie that he had made such prouision and he saith that the bargaine afterwards | brake
 off, and beleueeth that yt was by the default of M^r Norton, and his reason is for that vpon
 conference had by this deponen^t wth M^r Xpofer Barker and his | wife, the daughter of the
defendan^t they said their ffather M^r Norton had neuer | moved them in yt neither would
 they part with their Interest. And he furth^r | saith that M^r Windsor and his wife at his
 return home from London did tell | this deponent, that they were ill dealt with all by M^r
 Norton or words to such effect.

To the viith Interrogatory he saith that of his knowledge the said M^r Windsor then | was
 & yet is a man able in estate and Creditt to haue paid for the said purchase | in ready
 money, and is generally reputed to be a very honest and sufficient man. | And he further
 saith that M^{stress} Sara Barker hath diuers times affirmed that shee | would not ioine in sale
 of the said farme. And he saith that hee alwaies found | the said M^r Barker the *plaintife*
 verie vrgent and ready to make sale of the said | farme towards the redempcōn of the said
 office only & not otherwise. And for | the rest of this Interrogatory he referreth himelf to
 the last deposicōn.

To the viiith Interrogatory he saith that he cannot saie of his knowledge but hath | heard by
 M^r William Tailor, M^r Christopher Barker and Sara his wife, that | the said M^r Norton the

defendan^t did require the said Xpofer Barker and Sara his wife | to sett their hands for the sale of the said ffarme for some other purpose & not § | towards payment of the said office. And he further saith that the wryting being | signed and sealed by M^r Xpofer Barker and his wife & brought to the *plaintife* hee the Xpofer *plaintife* refused to sett his hand and seale to yt, vnles M^r Norton would giue a note vnder his hand, that the money should goe towards the redemption of the office.

To the nynth hee saith that betweene three and fower yeares past M^r Barker | did will this deponent to goe to M^r Phillip Gerrard, & went wth this deponen^t | also himselfe, to tell M^r Gerrard that hee and M^r Windsor were agreed, And this | deponen^t then told M^r Gerrard that M^r Windsor was willing to goe forward wth | the bargaine, if he might haue good assurance, Hee further saith that then M^r | Gerrard said to this deponen^t (vpon the deponen^{ts} question, what their meaning | was to put in the xx^{ty} in the hundred mencōned in the decree) God forbidd | that

Daniel Hills
Nath Weston.

verte [verso]

[Fo. 4^v]

that M^r Barker should pay the said xx^{tie} in the hundred, and yt, and neuer was | our intencōn (meaning the *Commission^{ers}*) hee should pay it : And did further say | to this deponen^t that yt was put in only to tye M^r Barker not to goe back | from the sale of the said farme of Vpton, and not for any other purpose.

To the Tenth Interrogatory he saith that M^r Gerrard did confesse in the deponen^{ts} | presence & of M^r John Cage at Redding Terme, that M^r Norton had bene | with him the said M^r Gerrard and was willing to referre his cause | to him alone, being of his Counsell to determyne; and that the said M^r | Gerrard did move the said M^r Barker therein, who consented there= | -vnto And he saith that M^r Gerrard himselfe did therevpon drawe vp | a note for the submission of the cause to himelfe, and cause his man | to write yt out, and got M^r Barkers hand to yt; and promised that | M^r Norton should also sett his hand to yt; and affirmed that M^r | Norton had promised to doe the same. And he saith that M^r Gerrard | said he would assign a daie and place after the end of the Terme at his comming home to heare and determyne the cause, hee also | saith that M^r Gerrard did declare to this deponent that after their | end of the terme M^r Norton refused to *performe* the same. And he saith that nowe he this deponent is M^r Nortons Tenant and | heretofore was M^r Barkers.

Daniel Hills
Nath. Weston

[Fo. 5^r]

Deposicōns of witnesses taken at Skynners hall London the xviith of Aprill in the |
 third yeare of the raigne of yo^r Sovereigne Lord King Charles before Daniell Hills and |
 Nathaniel Weston Commissioners by vertue of his Ma^{ties} Commisison awarded out of |
 his highnesses Court of Chancery in a cause there depending betweene Robert |
 Barker esqr. *plaintife* and Bonham Norton esquier *defendant*.

Roger Norton sonne of the *defendan^t* M^r Bonham Norton aged xxvii yeares or
 thereabouts sworne | and *examined* on the *plaintifes* behalf deposeth and saith, To the
 ffirst Interrogatory he saith | That he knoweth the parties *plaintife* and *defendan^t* and
 office of Kinges Printer, and he hath knowne | the *plaintife* about fourteene or fiftene
 yeares, and the *defendan^t* from his Infancy and the Office | about twelue yeares, and he
 saith that vnder the *defendan^t* his said father he hath bene ymployed | about the managing
 of the said office about seauen or eight yeares & imployed in buying | and selling in the
 said office.

To the second Interrogatory he saith that he knoweth that the moietie or *parte* of the said
 office w^{ch} was | [ink blot] <in> question betweene the parties to this suit was heretofore
 sequestered by his Ma^{ties} Court of Chancery | out of the *defendan^{ts}* hands into the hands of
 certaine Stationers, and to his best remembrance | y^t was so sequestered about fiue or sixe
 daies before Christmas 1622 but for what cause | he knoweth not, and was dissolued
 between Easter and Whitsuntyde then next following | as he now remembers. And he
 saith that the said *defendan^t* did enter vpon the execucōn of the | said office after that the
 Sequestrators had giuen yt vp. But he saith that the *defendan^t* did not at | the taking of the
 said office, vpon him after the Sequestracōn take any accompt of the stock of the | said
 office, And the reason was for that the Sequestrators would not deliuer him any Accompt |
 And he saith that he knoweth not what stock in bookes *paper* and debts was in the office
 at that | tyme.

To the third Interrogatory he saith, that he knoweth of the decree mencōned in the
 Interrogatory and he saith | that hee hath seene yt, but neuer read yt wholly, and for the
 tyme of the making of yt, he referred | him to the decree yt self: And he saith that hee
 beleeueth that there is a clause therein to the effect | mencōned in the Interrogatory for
 that he hath heard his said father relate so much to him or to such | effect. And he saith
 that the person *nominated* by the *plaintife* for the managing of the affaires of the
 said | office was one Robert Constable and this deponen^t was the *partie* named by the
defendan^t to manage | yt, for him accordingly. And further saith that he knoweth not that
 the moneyes arrising by the | said office should be kept in a chest and half yearly
 Accompts to be made thereof betweene | the said persons *nominated* vntill the *defendan^t*
 should be satisfied his eight thowsand pounds, but saith | that moneyes were paid weekly
 out of their receipts for the managing of the office, and the | remaines of these weekly

moneyes were sometymes locked vp, and the *defendan^t* tooke them out vpon | ocasion, and made half yearely accompts thereof.

To the fourth *Interrogatory* he saith that the said office was executed by the said two *parties*, but whether | according to the decree he knoweth not, but beleeveth yt was, And he saith that the said two *parties* *nominated*, kept and did yeild vp and *perfect* the half yearely accompts, as he beleeueth | according to the decree And he saith that the *plaintifes* said Accomptant Robert Constable did tender | his presence and assistance in seeing to the managing of the said office. And he saith that he | knoweth not that his said father the *defendan^{ts}* did print, sell, or trust anything out, against w^{ch} the | said Robert Constable did make excepcōn, or not giue allowance of.

To the fift *Interrogatory* he saith, that sometymes M^r Bill, sometimes M^r Harper for M^r Bill, & sometimes | this deponent did keepe the bookes accompts, & stock of the said office vnder the said *defendan^t* and | M^r Bill and sometymes the *defendan^t*, and sometymes other servants of M^r Bills. And he saith that | they the *defendan^t* and M^r Bill, did committ the care and charge of the same euer since the decree | vnto this deponent and the said Thomas Harper and of the managing and examinacōn of the said office. And saith that this deponen^t and M^r Harper did buy and sell the wares and commodities for the most | parte for both *parties* of the said office in that tyme. And by the said *parties* the works and receipts | and profitts of the said office were entered, And by the same persons the monies during that | tyme that came in by receipts & profitts of the office were received, And saith that this deponen^t | and M^r Harper did giue the Credit to them that bought books wthout ready monie out of the | said office for the most parte.

To the vith *Interrogatory* he saith that hee this deponen^t was certaine Receavo^r for that parte of the office | w^{ch} the *defendan^t* holdeth when moneys came to be devided, And saith that there was noe other bookes | kept, but the seuerall bookes of Accompt for the said office, and noe certaine Seller but | generall. And for the rest of the *Interrogatory* this deponen^t conceaveth yt is fully answered in the | next precedent *Interrogatory*.

To the viith *Interrogatory* he saith that for ought hee knoweth all summes of money and other thinges | mencōned in the said *Interrogatory* were brought to accompt and entered into the books of the said office.

To the viiith *Interrogatory* he saith that neither hee this deponen^t nor any other person or persons to his knowledge by his direccōn privitie consent knowledge or otherwise did reward any debtor | debts summe or sommes of money due to the said office, or to the accompt thereof at any time since | the said decree, that were not truelie entered and booked as in the *Interrogaory* is mencōned And | he saith that all entryes of receipts and paiemen^{ts} till Christmas last are truelie entered and booked | according to the vsuall and former course to this deponen^{ts} knowledge And further to this | *Interrogatory* he saith not.

To the vxth *Interrogatory* he saith that all the books and printed workes of the office, that were § | printed sould giuen lent or yssued out of the said office during the tyme since the

making | of the said decree, were truly booked and entred into the vsuall books of the said office to this | deponen^{ts} best remembrance, except some fewe books of small value given to Customers | according to custome of the office, when great summes of money were paid and vpon such | occasions And hee saith that they were entred at such tyme place and by such persons as | formerly

Daniel Hills.

Nath. Weston

verte [verso]

[Fo. 5^v]

formerly is answeared, and further to this *Interrogatory* he saith not.

To the Tenth *Interrogatory* he saith that he cannot estymate what stock in bookes paper and debtes | the fore said office hath at the tyme of his examinacōn, but saith yt is kept nowe by this deponen^t | & M^r Bill: and for the fore said estymacōn and the rest of this *Interrogatory* he referreth him- | self to the said bookes of accompts.

To the xiith hee saith, that hee cannot nowe remember what summes of money due to | the office from the 18th of June last to this daie were receaved, nor who receaved | the same, but beleeveth that all those receipts are trulie and duely entred into the bookes | of the office for the entry of such receipts to w^{ch} hee referreth himself As also that the | proffitts of the office since the said eighteenth of June are truly entred and further saith | not

To the xiiith he saith hee can answere nothing precisely, but referreth himself to the said | books of accompts

To the xiiiith *Interrogatory* he saith that the former *parte* thereof he hath answered before, and verely | beleeveth that the Accompts of the proffitts of the office, deliuered vp to the now *Commissione*^{rs} | by the defendan^t and the Chardges and defalcacōns are true, for this deponen^t did extract them § | out of the bookes and did compose them.

To the xvth *Interrogatory* hee saith that about fower or five yeares past, he knoweth his father | engaged his moietie of the said office to Arthur Norton his eldest sonne, Thomas Hungate | and one John Hodgetts deceased, to saue them harmeles, against certaine engagements | but beleeveth that a great *parte* of those engagements are dischargd , but what | *somme* those engagements came to hee knoweth not & of other engagements encumbrances | or assurances hee knoweth not, but only those that are mencōned in the Indenture or Indentures betweene the defendan^t and those *parties* aboue mencōned in the former *parte* of this | *Interrogatory* To w^{ch} Indenture or Indentures, he referreth himself.

To the xxviith *Interrogatory* he saith that the *plaintife* or some for him did deliuer to this deponen^t | a note of certaine bookes and other thinges w^{ch} the *plaintife* pretended were

printed in the said | office, from the Twentieth of December 1622 to the xviiith June 1626 the copie | whereof is now showed him as hee beleeveth And saith hee hath not compared nor | considered the same wth the bokes of accompt of the office, because there is noe catalogue | kept of what is there printed wth in that tyme And further to this *Interrogatory* he saith not |

To the xxviiith he saith that by waie of defalcacōn and chardges vpon the fore said moietie of the said office, the *defendant* hath taken vpon his accompts for every Apprentice | and servant by him imployed in the said office from the sequestracōn to the xviith of | June last, a weekly allowance of xiii^s iiii^d and sometymes there were but two, and | at noe tyme exceeded three: but for the more certaintie thereof he referreth himself | to the bookes of accompts.

To the xxxith he saith yet is vncertain to say how many numbers haue bene | vsually printed vpon every impression, and saith that the allowance of overplus | in paper hath bene vsually since the said decree & before vpon every six thowsand§ | sheetes one Reame of paper, and after that rate for greater or lesser numbers, And | over and aboue the precise number mencōned in this *Interrogatory* he saith that there | hath bene about fitye Bibles a peece allowance in fyner paper in two Impressions | as he beleeveth or thereabouts And hee saith that that proporcōn doth vsually | produce in such like numbers so much nevertheles sometymes more and sometymes | lesse. And further he saith not.

Daniel Hills.
Nath. Weston.

[Fo. 6^r]

Deposicōns of Witnesses taken at Skynners Hall London the xixth of Aprill | 1627. before Daniel Hills and Nathaniell Weston Commissioners by vertue of | his Ma^{ty} Commission awarded out of the high court of Chancery in a cause there | depending between Robert Barker esqr. *plaintife* and Bonham Norton esqr. *defendan*^t

Thomas Harper of the parishe of S^t Annes Blackfriaers London Stacōner aged thirtie eight | yeares or thereabouts sworne and examined on the *plaintifes* behalf, to the second *Interrogatory* saith | that he cannot thereto depose anything materiall, the thinges therein conteyned being done | before his comming to execute anything in the said office.

To the fourth *Interrogatory* he saith that he knoweth nothing touching the managing of the said | office by the two persons named in the *Interrogatory* only he saith that the said two persons were there | but what they did for that moiety he knoweth not and he this deponent was employed | for M^r Bill, and knoweth nothing of the decree, And said that weekly accompt was | made between the two persons and this deponen^t for the severall moietyes, but knoweth not | what yearely accompts were made for the [word illegible]

moietys, And saith that M^r Constable | came thither, but whether he were accomptant for the *plaintife* or not hee knoweth not, And | saith that he knoweth of nothing that was either printed sold or trusted by the *defendan^t* | or M^r Bill, wthout the mutuall consents of the said *defendan^t* and M^r Bill but whether the | *plaintife* or his Accomptant were made, acquainted therewth or not, he knoweth not.

To the vth *Interrogatory* he saith that this deponen^t for M^r Bill & M^r Roger Norton for the *defendan^t* kept | severall keyes of the books accompts and stock of the said office, And saith that since his § | Comming viz from Christmas or thereabouts 1623 till Christmas last the care and § | managing of the said office was comitted to this deponen^t for M^r Bill and the said Roger § | Norton for the *defendan^t* and during that tyme they bought and sould the wares & comodities for | both partes of the said office, and made entries of the worke, receipts and proffitts of the same, and | likewise received the moneyes of the said office during that tyme, And also the *defendan^t* & M^r Bill | and this deponen^t & M^r Roger Norton wth their consents trusted out the warres & commodities | of the said office.

To the vith *Interrogatory* he saith that he conceaveth he hath made sufficient answer in the last precedent deposition.

To the viith *Interrogatory* he saith that all the summes of money debts receipts and proffitts § | mencōned in this *Interrogatory* are truly booked and entred in the books of the said office except | anything hath bene omitted through negligence or forgetfulnes, but thincketh that noe | somme or thing of value hath bene forgotten or neglected and if there were any such | error yet yt was found in the Chest and paid out for the proffitt of the stock.

To the viith *Interrogatory* he saith that hee knoweth nothing more then before he hath answered | in the former *Interrogatories*.

To the vxth he saith that all the printed books were dylie entred in the books of accompts | except some fewe books of little value that were given awaie by consent of M^r Norton | and M^r Bill, and some that might be imbeaselled wherein M^r Bill susteyned as great § | losse as the *plaintife* or *defendan^t* and further to this *Interrogatory* he cannot depose more than hee hath said before. |

To the xth *Interrogatory* hee saith that he cannot at this *pointe* wthout further tyme of Inquiry | expresse the value of the Stock books paper and debts of the said office, neither can hee | now estimate yt, And he saith that the same is nowe kept in the custodie of the | *defendan^t* and M^r Bill, And further to this *Interrogatory* he cannot depose.

To the xith he saith that noe new debts were made to any debtors before their old | debts were paid, as he verely beleeveth, and thinketh in his Conscience that all the | debts made to Stationers that haue bene since his coming to the office are all good | wthin the compasse of twenty pounds little more or lesse. | To

[Fo. 6^v]

To the xiith *Interrogatory* he saith that at this *pointe* he cannot readily declare | what debts or summes of money due to the office since the xviiith of June last are | receaved, but they are expressed in the books of accompts to w^{ch} he referreth | himself, And saith that the said *persons*, that manage the office haue receaved the | same, and truly and dylie entred the into the bookes of the office as he verely | beleeveth, and what the proffitts of the office are he knoweth not, And for the rest | of this *Interrogatory* he referreth himself to the bookes of accompts.

To the xiiith *Interrogatory* he saith that he knoweth of noe bookes printed in the said office | for any private vse of any of the said *parties*, but those that have been imprinted albeit | not belonging to the office of Kinges printer, yet the proffitt hath bene for the | ioynt Stock

To the 27th *Interrogatory* he saith he cannot depose any thinge at all.

Daniel hills.
Nath. Weston.

[Fo. 7^r]

Deposcōns of witnesses taken at Skynners hall London the xxiiith daie of
Aprill by Daniell | Hills and Nathaniel Weston Commissioners by vertue of his
Ma^{ties} *Commisson* to them directed in a | Cause depending in Chancery betweene
Robert Barker esqr. *plaintife* & Bonham Norton esqr. *defendant*

Robert Constable of the parish of S^t ffaith London Stationer aged xxxv yeares or thereabouts. Sworne and | examyned on the *plaintifes* behalfe deposeth and saith. To the first *Interrogatorie* that he knoweth the *parties* & office | of Kinges Printer: & he hath knowne the *plaintife* twentie yeares or thereabouts, & the *defendan*^t Twelue yeares & vpwardes | And this deponent was imployed in the said office by the *plaintife* for the space of Tenne yeares or thereabouts before | the *plaintife* past ouer the same to the *defendan*^t and since that tyme he hath beene but a Spectator in effect vpon the | managing of the said office: but in the *plaintifes* time of executiō of the said office this deponen^{ts} place was to order | and oversee the accomptes and workes and stock of the said office: and since the said office was decreed to the | *plaintife*, this deponen^t was appointed to continue that imployment in effect, as he conceaued.

To the second *Interrogatory* he saith that he knoweth that the moiety of the said office in the *Interrogatory* mencōned w^{ch} was in question betweene the *plaintife* and *defendan*^t, was heretofore sequestered by the high Court of Chancery out | of the *defendan*^{ts} handes into the handes of M^r Bill and Mr Lownes Stationers, *partely* for that the *defendan*^t

refused to bee | ordered by the said Court touchinge certaine monies amounting to one thousand sixe hundred pounds or thereabouts | found due to the *plaintife* vpon an Accompt of the said office by certaine Stationers appointed by order of the *said* Court | and the same remayned in sequestracōn about halfe an yeare, for the sequestracōn was graunted in December | 1622 & dissolved vpon the making of the foresaid decree in Maie or June 1623. And thereupon the *defendan^t* M^r Norton | or his sonne Roger Norton for him or both of them entred vpon execucōn of the foresaid office but whether the | *defendan^t* or his sonne tooke any accompt of the stock of the office, and the Sequestrators dealinges in the said office | then or not this deponen^t doth not knowe, but if they or one of them did not, this deponen^t conceaueth yt was | the *defendan^{ts}* owne default or his sonnes, for that the keys of the warehowse & of the Stock & the bookes of accompte | came then to the handes of them or one of them. Therefore the *defendant* might haue taken an Accompt of the stock | debts and state of the office & the said Sequestrators dealings therein w^{ch} if hee did not this deponan^t can con- | ceau noe reason for such his negligence, except hee did yt wilfully to obscure the state & stock of the said | office that the *plaintife* might not knowe wherewithall to chardge him: but what stock the office had at that time | in books paper and debts this deponent precisely knoweth not, but referreth himself to the bookes of Accomptes.

To the third Interrogatory he deposeth and saith, that he knoweth of the decree mencōned in this Interrogatory composed | by S^r Euble Thelwall M^r Gerrard and M^r Jones, or by M^r Gerrard & M^r Jones and afterwards ratified | by the hight Court of Chancery concerning the moiety of the said office for he hath sene the same & read yt | and yt was grownded, as hee beleaueth vpon a certificate of the *Commissione^{rs}* dated in or about the xvth of May | 1623 and confirmed and decreed by the Court about the firste of June next following. And in the said | decree there is a Clawse to the effect in this Interrogatory mencōned, viz that the moiety of the said office | should be managed by two persons, whereof either side to name one to see that the best proffitt might bee | made thereof for the speedier payment of the *defendan^t* for the said office, And this deponent was the person nominated | by & for the *plaintiffe* and the said *defendan^t* did nominate for him, his said sonne Roger Norton. And hee saith that y^e monies | arising by the said office were to be kept in a Chest, and half yearly Accomptes thereof to be made by the | said Agents vntill eight thowsand pounds should bee paid to the *defendan^t* for the office by the said decree to which | this deponen^t referreth himself at large appeareth.

To the fourth hee saith that the said office was not managed nor executed, nor the half yearley accomptes | kept and yielded vp as the said decree directed, as this deponen^t doth conceau, but this deponen^t did often repaire | to the office and tendred his readines & assistance in seeing to the managing of the same, and had free accesse | sometymes into the office, yet notwthstanding the *defendan^t* or his said sonne managed the said office accomptes | and printed sold and trusted as themselues pleased wthout consent or allowance of the *plaintife* or his § | Accomptant or any for or on his behalf to this deponen^{ts} knowledge.

To the viith Interrogatory he saith that he knoweth that all the *sommes* of monie debts and profittes and receipts of the | said office, that from tyme to tyme came in since the

said decree were not booked nor entred in any of the bookes | or receipts & payment of the the said office vsed to that end, vnles some of them were entred in some priuate booke | or bookes or notes kept betweene the *defendan^t* and m^r Bill in their Copartnership of the said office as this *deponen^t* | conceaueth there was, for that hee hath found out and discouered diuers receipts due to the Accompt of the office | ?Mencōned in such private notes or booke, or bookes, and that were not entred in any vsuall accompt bookes of | receipts or paymen^{ts} kept for the office. And saith also that yt hath bene confest to this *deponen^t* both by the said *defendan^{ts}* | Agent & M^r Bills in the said office, that diuers sommes of monie haue been receaued since the said decree due | to the accompts of the office, that were entred in the vsuall accompt books of the said office for receipts & paymen^{ts}.

To the xvith Interrogatory he saith that at such tyme as this cause stood referred to S^r Euble Thelwall M^r Gerrard & | M^r Jones the said M^r Jones was of Councell wth the *defendan^t* M^r Norton & since the sealing of the decree, & as he | conceaueth now, M^r Gerrard is of the *defendan^{ts}* Councell. And hee also knoweth yt to be true, that the *plaintife* Barker | was aduised and persuaded by his friends to except *agains^t* S^r Euble Thelwall, for that hee was a verie neere | Kinsman to the said M^r Jones, that was the *defendan^{ts}* Councell & *Commissione^{rs}* therevpon the *plaintife* did refuse S^r Euble Thelwall | vntill the *defendan^t* did taxe him, for excepting *agains^t* so iust a man & of his place & quality, and then the *plaintife* was | contented to accept of him, and the said three *Commissione^{rs}* did meete in the said Cause about a hundred seuerall tymes | as this *deponen^t* verely thinketh, and at the most (if not all) of those meetings this *deponen^t* was present.

To the xviith Interrogatory the *deponen^t* saith, that hee knoweth yt to be true, that there was a decree drawne vp in | this cause [hole: Am]ong the said *Commissione^{rs}*, w^{ch} is the decree before mencōned in this deponents answere in the third | Interrogatory, and the same was decreed by assent of the parties, and thereby the said *Commissione^{rs}* did award the said office | to be restored to the *plaintife* vpon the *defendan^{ts}* receipt of 8000^{li} in lieu thereof wth interest of fiue per Cent for 6000^{li} | therein as by the said decree may appeare, of w^{ch} eight thowsand poundes, two thowsand poundes was to be paid | [hole] decree at or before the first daie of the then next following Terme, w^{ch} was about the xiiith of June | [hole: ?162- ensu]ing about twenty daies next after the certificate that led the decree and that 2000^{li} was intended | by the *Commissione^{rs}* (as this *deponen^t* conceaueth) to be raised by sale of Vpton farme, for that sale was then in resolucōn | to be [hole: word illegible] afterwards explained to be made in parte payment of the office by Certaine articles subsequent | to the [hole: word illegible] vnder the hands of the *Commissione^{rs}* & <the> parties. And the reason why the *Commissione^{rs}* gaue the *plaintife* so short a tyme | for payment the said 2000^{li} was (as this *deponen^t* taketh it) because they conceaued Vpton might be speedily sould | And because so short a tyme was ly[m]ited, the *defendan^{ts}* *Commissione^r* M^r Jones did at the making of the said decree declare & | promise that in small tyme should breake noe square, & willed the *plaintife* to doe his best endeavour therein or to | that effect that to the intent that there might be noe impediments therein the *Commissione^{rs}* appointed the *defendan^t* to procure | his daughter Sara, (who had Vpton in ioynture) to ioyne in the sale of such lands as the *plaintife* should desire to | sell for

performing the payments as in the decree is exprest. And he further saith that vpon payment of that 2000^{li} | by the *proffitts* of the said office, or otherwise supplied (if that should fall short) by the *plaintife* as by the said decree where vnto | this deponent^t referreth himself, more at large appeareth. And lastly this deponent saith that yt was an impossibility | (as he conceaueth for the *plaintife*, being in prison and out of his estate[]) to pay the 8000^{li} in the tyme lymtted in the | decree vnles the *defendan^t* should haue bene conformable to the decree in all thinges or any *parte* as was intended. But | if Vpton had bene sould, when the *plaintife* first contracted a sale thereof, & the *defendan^t* had inured the debts & not lost | such a bulke of them abroad at the end of the three yeares, & had executed the office to the best advantage or suffered | the *plaintifes* Agent to haue done the same this deponent conceaveth that the 8000^{li} might haue very well beene paid | within the three years, for he saith Vpton ffarme would haue yielded 3000^{li} or thereabouts & the moiety of the | *proffitts* of the office receaued in cash by the *defendant* to the eighteenth of June last are confessed by the *defendants* | owne

Daniel Hills Nath. Weston.

[Fo. 7^v]

owne Accompts to amount to 4000^{li} or thereabouts besides other somes of value that are yet in difference | and the moiety of the *defendan^{ts}* due to the office at the same time to be 2000^{li} or thereabouts, besides a moiety | of 3000^{li} or thereabouts, by Collecōn out of the *defendan^t* owne bookes w^{ch} this deponent^t conceaueth to haue bene | printed in the office from the Sequestracōn to the eighteenth of June last, w^{ch} bookes as yet are not answered | brought to accompt neither in stock receipts nor debts debts to this deponent^{ts} knowledge.

To the xviiith he saith that the forme of managing of the said office appointed by the said decree is alreadye | answered in this deponent^{ts} answer to the third Interrogatory as he conceaueth : but this deponent^t further saith that the | *proffitts* of the office were appointed by the said decree to be discomuted by the *defendan^t* in *parte* of paymen^t for the said | office, And he saith also, as before, that the office was not managed to the best proffitt, nor as the decree directed | to this deponents vnderstanding, and the reason thereof (as this deponent^t conceaueth) was partly for that the said | *defendan^t* or his said sonne would not permitt this deponent^t being appointed Agent or Accomptant for the *plaintife* to ioyne in | directing [hole: ?&] ordering of the same. And this deponent^t saith that hee often went to the said office & sometimes required | the priuilege [hole] of the said decree, & otherwiles disliked the courses vsed by the *defendan^t* and his Agent in the executōn of | the said office [hole] & advised others, and (as this deponent^t conceaued) better, out of his former and ancient experience but | words [hole] ?to ?that like effect, & other times told him, that when the *plaintife* had paid the *defendan^t* his monie, that then hee this deponent^t | right [hole: word illegible] y^t better, or to that or the like effect; & sometimes vsed this deponent^t wth approbacious termes, & would | not be [hole] advised by this deponent^t to follow such direcōns for the better managing of the office as this deponent^t conceaued. | And he saith because the *plaintife* did conceaue that hee was likely to be greatly *preiudiced* & hindered by the *defendan^t* in | becoming the *plaintifes* Accomptant in the

managing of the office, he the said Complainant did therefore complaine to the said | *Commissione*^{rs} sundry times of that abuse. And further saith, that hee conceaueth by the decree the *defendan*^t himself might | not haue intermedled in the execucōn of the said office, for that both hee and the *plaintife* were appointed to haue Agents | therein as aforesaid.

To the xixth hesaith, that in the tyme of making of the said decree, the farme of Vpton being in mocōn to be sold | as aforesaid and the *defendan*^t making doubt of the *plaintifes* willingness to ioine in sale of the lands to be sold by the | decree (as some of the *Commissione*^{rs} haue declared) the *Commissione*^{rs} did sett downe a penalite of xxth *per* Cent vpon the *plaintife* for | that 2000^{li} if the *plaintife* should not paie yt at the daie, but yt was with purpose to draw the *plaintife* to endeouour the sale | of the land, and ad terrorem as this deponen^t conceauth, and as some of the *Commissione*^{rs} haue also declared, & not with | any purpose, that the *plaintife* should paie the same, if he vsed his best endeauor for paymen^t of the 8000^{li} as aforesaid | as M^r Gerrard hath also acknowledged, who protested *agains*^t yt, and said y^t was a shame for M^r Norton to | demaund yt, or words to such effect, And this deponen^t saith that the *plaintife* shortly after the said decree did procure one | M^r Windsor to contract for the said farme, who did agree for it for 3000^{li} or thereabouts, as M^r Windsor declared to | this deponent. But the *defendan*^t or his daughter Sara or both did refuse to ioine in the sale thereof, as both or one | of them hath confessed. And this deponen^t knoweth that the *plaintife* hath diuers times endeavoured the said sale since the | said decree and there are some letters of the said M^r Gerrards extant that import as much in effect, and proue the | *defendan*^t guiltie of hindering the sale thereof to this deponen^t^s vnderstanding, as by the said letters may appeare, to w^{ch} | this deponen^t referreth himself.

To the xxth Interrogatory he saith that after the hearing of the cause by the *Commissione*^{rs} in June 1625 this deponen^t did | saie that yt was resolved, that the *defendan*^t should not be allowed aboue v. *per* Cent (if so much) for the fore said | 2000^{li} albeit yt was not paid at the daie, and the reason thereof was for that the said *Commissione*^{rs} (as this deponen^t | conceaueth) found that the *defendan*^t or his daughter or both confessed that they haue often denied to ioine | in the sale thereof albeit by the decree this deponent conceaueth the *defendant* and his daughter were to ioine in the sale of landes to be sould.

To the xxith hee saith that the perticuler of two hundred eightie & fiue pounds in this Interrogatory mencōned | being a debt for Lattin books sould to the Company of Stationers by the *defendan*^t was confessed by the *defendan*^t | himself, at the time of the making of the said decree, and by him signified to the right ho^{ble} the late Lorde | Keeper to be a debt belonging to his moietie of the office, w^{ch} this deponen^t the better knoweth for that the *defendan*^t deliuered vp a copie of an Accompt written by his owne servant Thomas Talbott, as this deponent | thinketh) the originall whereof as the *defendan*^t affirmed, he deliuered to the said then lord Keeper, wherein the said | *defendan*^t chardged that 285^{li} as a debt owing to his moietie of the office & stock as by that accompt, the | copie whereof is conteyned in two sides of a sheet of paper may appeare, And as yt appeareth by the said decree | the *plaintife* was to hand all the *defendan*^t moietie of the said office debts and stock And therefore this deponen^t conveyeth | that the

Commissione^{rs} awarded that the *defendan*^t should bring the same into the estate w^{ch} the *plaintife* was to haue paying the 8000^{li} as aforesaid.

To the xxiith *Interrogatory* this deponen^t saith that hee remembreth there was a difference before the decree § | betweene the *defendan*^t and M^r Bill touching bookes taken out of the office to a great value, w^{ch} was arbitrated § | about March or August 1622 & therevpon M^r Norton or his sonne, made an entrie in the Accompt-book of the § | office, that M^r Bill was to accompt to the stock from that daie downward for all such books as he should from § | thenceforth take out of the stock. And this deponen^t conceaveth that the *Commissione*^{rs} by their decree intended at M^r | Nortons instance to acquit all things to the daie of that arbitracōn, and therevpon ordered that what the *plaintife* Barker | the *defendan*^t Norton or M^r Bill had taken out of the stock before the tyme of the arbitracōn aforesaid should not bee | questioned, but that they meant to barre the *plaintife* of any thing that yssued out of the stock after the *said* arbitracōn | w^{ch} was not reckoned for before the sequestracōn betweene the said *defendan*^t and M^r Bill this deponen^t conceaueth not. | And as for the two hundred & twentie pounds two shillings & fower pence mencōned in the *Interrogatory* the same was | taken out of the stock after arbitracōn as this deponent conceaueth, So (as this deponen^t taketh yt) the *defendan*^t was § | to be charged therewth & to allowe a moiety thereof, in Accompt to the *plaintife*. And this deponen^t is thereafter induced | to beleve the same to be true, for that from time to time after the decree, the *plaintifes* Agent charging the *defendan*^t wth | this among other *sommes* that M^r Bill had taken out of the stock, & brought the same still for M^r Nortons accompt | as a charge for M^r Norton for a moiety thereof, M^r Norton at noe tyme denied the same to be a debt, but | alwaies declared that M^r Bill stood indebted to the stock for that & other *parcells* charged vpon that accompt | vntill on the *plaintifes* behalf yt was discovered that M^r Bill had paid in & accompted for the same debts, & that | the *defendan*^t had receaued them, notwthstandinge his former deniall, & then he confessed one thowsand fiue | hundred pounds (or thereabouts, but quarrelled wth this *particuler* vpon the words of the decree, for that it | was taken out of the stock before the decree, but this deponen^t conceaueth yt to be noe *parte* of that w^{ch} | the decree intended the *defendan*^t to bee discharged of.

To the xxiiith *Interrogatory* this deponen^t saith that in June 1625 at what tyme the *Commissione*^{rs} heard the cause, the | *plaintife* chargedged the *defendan*^{ts} wth a moiety of the debts mencōned in the schedule in this *Interrogatory* specified & dated | the sixth of June 1625 the totall whereof amounted to one thowsand nyne hundred fortie fiue pounds | twentie shillings vi^d or thereabouts & the moity to 972^{li} 16^s. 3^d. or thereabouts, and vpon examinacōn | thereof by the *Commissione*^{ers} they found that *parte* of them was trusted out by the *defendan*^t or his substitutes contrary | to the course of the office, and others of them were neglected & not ?inured as they ought to haue beene | as the *Commissione*^{rs} as this deponen^t conceaued, And therefore the said *Commissione*^{rs} thought fitt, as this deponen^t conceaueth | that the *defendan*^t should be charged wth a moiety of the same, & reciprocally on the other side, there were | divers other debts then in question to the value of one thowsand fiue hundred pounds or thereabouts | the moity whereof were then cast vpon the *plaintife* because the *Commissione*^{rs} did conceaue them partely trusted | out

according to the course of the office, w^{ch} this deponen^t doth the better remember for that it appeareth | to be

Daniel Hills

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to be so, by a certificate conceived by S^r Euble Thelwall & M^r Gerrard vpon the aforesaid hearing & signed by S^r | Euble Thelwall for mortalities sake in the tyme of the late great visitacōn, M^r Gerrard being then not in Towne. | And as concerning the howse in the *Interrogatory* mencōned called there Hunsdon howse in w^{ch} the foresaid office is now | kept the deponen^t at the foresaid hearing, would haue forced the *plaintife* to purchase his moiety therof but the *Commissioners* | hold the same altogether vnreasonable, as this deponent conceiveth, and in noe wise to concerne the *plaintife*, | yet thought fitt that the *plaintife* Barker should take the same at such yearly rent, as indeifferent persons chosen by | the *plaintife* & defendan^t should think yt worth, & as such a comodious howse might be had for, as may also appeare by the | foresaid Certificate, but for such tyme as the office should be kept there.

24. To the xxiiiith *Interrogatory* this deponen^t saith that the seuerall articles mencōned in this *Interrogatory* dated 30th May 1624 | & viith of March, 1624 were signed by the said *Commissione^{rs}* & parties and by them agreed vpon. And there is prouision | made in the decree & in the former of the said articles for the defendan^{ts} daughter and her husband & children & by the decree | and the fiue articles the defendan^t was to bring in his said daughter to ioine in sale of the said lands and by the latter of | those articles, the defendan^t was also to procure Christopher Barker to ioine therein, and therein is an expresse article § | enioyning the sale of Vpton to paie towards the office, w^{ch} nevertheles the defendan^t or his said daughter refused to ioine | in the sale of the said Vpton, as hath beene confessed. But for the manner and matter of the provision in the said decree | & articles for the said Sara and her husband & children, this deponen^t referreth himself to the said decree & articles, but | he conceaueth that the provision in the decree mencōned for the said Sara was not to come to her, till after the decease | of the said *plaintiffe* & his wife & the said Xpofer Barker, and that provision was altered & laid to yssue out of the said § | office by the said articles made and agreed after the decree.

25. To the xxvth he saith, that there is a reservacōn of power to the *Commissione^{rs}* both in the foresaid decree & in the subsequent | articles by assent of the parties, to heare & determine such doubts and questions as should arise touching the decree | & former articles, & in the latter articles there is an expresse Clause, that in the drawing vp of the then intended | decree, the said Sr Euble Thelwall Phillip Gerrard and Thomas Jones, should haue full libertie power, & authority | vpon pervsall of the former decree & those latter articles to incert and add such further words & circumstances of explanacōn | addicōn and amplificacōn on both sides, as they in their wisdoms & discretions should thinck fitt, as in & by the said | decree & articles respectiue (wherevnto this deponen^t referreth himself) may appeare. And this deponen^t doth conceive, | that that reseruacōn of

power to themselves might well be a motive or inducement to the *Commission*^{rs} the rather to lett | xxth *per Centum* <to> passe in the decree, for that they might reduce yt, or take yt off at their pleasures, as this deponen^t thinketh.

26. To the xxvith Interrogatory this deponen^t deposeth & saith, that the copies of the letters now shewed him dated the xviith § | July 1623 & xxvth July 1623 are the true copies of those lettres w^{ch} M^r Gerrard sent signed wth his owne | hand to the said M^r Jones, w^{ch} this deponen^t knoweth, for that he examined those copies wth the originalls, and he further | saith that he heard the said M^r Gerrard affirme in the yeare 1625. that there was a new decree drawne by him or | the said M^r Jones, or by their order or consents in this cause, & that some things rested in their the said *Commissione*^{rs} breasts w^{ch} | were to be incerted into the said decree before the same should be passed, and the *plaintife* or his wife or their friends or all | of them desiring to knowe those thinges the *Commissione*^{rs} replied that they were not fitt to be knowne, til the *plaintife* & his wife | had leuied a fine & sealed a deed of vses, & perswaded them to dispatch that fine, & told them that the accompt for the | office was finished and agreed vpon, & that yt should never be questioned more by the defendan^t Norton, & that they the *Commisssione*^{rs} | had determined all thinges as touching the office, or to that effect, And those things so reserved in the *Commissione*^{rs} brestes | and to be incerted into the decree, this deponen^t conceaueth to be mencōned in the foresaid report or certificate | conceaued by S^r Euble Thelwall & M^r Gerrard & signed by S^r Euble Thelwall for mortalities sake as aforesaid | M^r Gerrard being then out of Towne as aforesaid.

27. To the xxviith Interrogatory hee saith that the note in this Interrogatory mencōned now showed him of bookes & other things as | were printed in the said office from the xxth of December 1622 to the xviith of June 1626. was composed by this | deponen^t & extracted out of certaine accompt books of the office, w^{ch} the deponen^t by the now *Commissione*^{rs} direcōn deliuered | to the defendan^{ts} or substitutes handes or both to pervse. And this deponan^t doubteth not but the foresaid books of Accompt | will warrant all the impressions mencōned in that note, if the same be weyed & considered by iudiciall | vnderstandings experienced in such affaires and skild in the course of the said office but true it is by reason | the defendan^t or his subisitutes haue kept the accompts of the said office very disorderly & confusedly in this deponen^{ts} | Iudgement & not at all produced any cleere certaine or constant accompt of the worke imprinted in the office | the foresaid note in [3 words illegible] not easie to be vnderstood, but this deponen^t doth conceaue that the wages | allowed vpon the foresaid bookes to the workmen loadeth to their worke, w^{ch} are thinges certainly knowne & those | works added answereth and warranteth the foresaid Impressions in the foresaid note in this deponen^{ts} iudgement. | But for the certaine numbers of the seuerall impressions mencōned in the said note as aforesaid this deponen^t | cannot precisely speake to, but knoweth that the like impressions wth a lesse ouerplus of paper then is allowed | to them did produce vpon everie impression in former tymes vsually ?for many yeares together, far greater | numbers then the defendan^t is now charged wth by the said noate.

29. To the xxixth Interrogatory this deponen^t saith that for 6000^{li} of the 8000^{li} w^{ch} the defendan^t was to haue for the office | the *Commissione*^{rs} did allow him to haue but fiue in

the hundred w^{ch} in the said decree is said to be done for good | reasons, & parte of those reasons this deponen^t conceaveth to be those : first for that in giuing him 8000^{li} they | gaue him more than they intended, or sawe iust cause for, as some of them acknowledged had not the plaintife | voluntarily assented therevnto. Secondly for that there was monie then due & in the handes of y^e Sequestrators | w^{ch} the defendan^t was to have in short tyme after, & yet the plaintife paid v^{li} per Centum for the same. And thirdlie | for that the proffitts of the office were to come in weekly & were to be accompted for but euery sixe monethes | by the decree.

31. To the xxxith Interrogatory this deponen^t saith that he hath knowne the practise and vse of the office for the space of | sixteene yeares, & in the yeares before the said office came unto the defendan^{ts} handes, the vsuall impressions consisted | of 3000 & 6000 & the allowance of overplus in those times were vpon euery impression of 3000. 200. & vpon | euery impression of 6000. 400. viz vpon euery three reames of paper fower quires, & those allowances perfected the | Impressions aforesaid of 3000. & 6000 as aforesaid, & produced commonly aboue the said Impressions of 6000. | 200, or 250. or thereabouts, and sometymes as many more & so prorata for the Impressions of 3000. & for | euery greater and lesser number, And since the defendan^t came to the said office the like numbers in the Impressions | haue beene kept as afore, & greater allowances made by one quire of paper in euery three reames, as this deponen^t is informed, but what those ouerallowances haue produced, this deponen^t knoweth not for that hee was barred by | the defendan^t or his substitute to haue due inspecōn thereof, and noe orderly Course hath beene obserued to this | deponen^{ts} vnderstaning therein, but this deponen^t conceaueth that an exact accompt of paper bought & deliuered | to the presse & of workes returned & deliuered from the presse to the warehowse might cleere this question in the | greatest parte if expert Stationers had the Accompt in handeling. And he saith further that to his knowledge | if the overallowances in the defendan^t time haue made the like produccōns (as well they might in common reason and | as he coneaueth) then by the computacōn aforesaid, there are farre more bookes to be added vpon every | Impression

Daniel Hills Nath. Weston

[Fo. 8^v]

Impression as aforesaid then the defendan^t is charged wth in the note specified in the xxviith Interrogatory.

32. To the xxxiith Interrogatory he saith that he conceaueth and beleeveth yt to be verie true, that the aforesaid | office hath not bene executed to the best aduantage for the plaintifes benefitt since the said decree, and the | reasons that induceth this deponen^t so to conceaue, are, for that diuers of the debts that were due to the | office, and good debts in common repute, at the dissolucōn of the sequestracōn, of the said office, haue become |

neglected and forborne, contrary to the former custome & vse in the said office, and for that there hath beene | noe Accompt nor booke kept of the worke of the office from the presse to the warehowse, that this deponen^t could | ever see for want whereof in all likelyhood great losses haue bene susteyned, if not to the *defendant* yet to the *plaintife* | who cannot come to knowe neither what is become of the *paper* yt self brought in & charged vpon the | accompt, nor what the same *produced* nor yet what was imprinted, otherwise then collectinge the same § | by the wages paid to the workmen. And he further saith that the vse in former tymes was to keepe one | booke for the entrie of *paper* bought, & payment for the same & one other for *paper* deliuered to the presse out of | the warehowse & of the worke printed therevpon & receaved back from the presse into the warehowse § | whereby yt might appeare still what was printed, what sould, & what remayned w^{ch} bookes hath not bene | kept as this deponen^t knoweth of, so that yt is impossible to knowe the certaine truth of thinges and other | booke or bookes ought to haue beene kept of all receipts and payments, none of all w^{ch} bookes haue bene | duly and orderly kept since the said decree, to this deponen^{ts} vnderstandinge. And he saith also that hee | Agents of their dealinges in their Copartnershippe of the office, And that diuers *sommes* of monie that never | came in time into the generall accompts, nor common accompt bookes of the office were entred into those | private bookes or notes, for this deponen^t did find at one tyme diuers such *parcells* amounting to a great | value that proceeded of the office, and the *defendan^t* being charged therewith was inforced to confesse the | same, & to bring them to accompt, And he cannot conceaue the reasons of the *defendan^{ts}* or his substitutes | keeping such private bookes or notes vnles yt was thereby to hide & obscure the true profitts of the office | from the *plaintifes* Agent, w^{ch} by the decree he was to be privie vnto, & could not be councealed in case | they should haue beene entred in the generall accompt bookes of & for the office. And this deponen^t knoweth | not in w^{ch} of those bookes all the receipts of the office were entered, nor that they were at all entred | all in any bookes, but referreth himself therein vnto the said generall & private bookes, w^{ch} if they | be trulie kept should manifest the truth thereof.

33. To the xxxiiith Interrogatory this deponen^t saith that hee conceaveth the said office was chiefly | mismanaged by the *defendan^t* or his substitute, and the accomptes disorderly kept in that there were | noe exact accompts kept of all bookes and *paper* printed since the decree, as is vsed by the company | of the Stationers, wherein the *defendan^t* hath a stock goinge, & in not ?inuring the debts & in trusting | out the stock contrary to the course of the office as aforesaid. And as to the moiety of the stock | of the office in the Interrogatory mencōned the xviiith of June last, he saith it consisted | much of dead wares and he conceaveth that the total of the moiety of the said stock at that tyme | was not worth 2000^{li} to be sould for ready monie, and at the tyme of the Sequestracōn the stock | of that moiety in bookes & debts did amount vnto by the accompt then taken by the *defendan^{ts}* Agents | and others to seaven thousand pounds or thereabouts. And more he saith not to this Interrogatory.

Daniel Hills
Nathaniel Weston

[Fo. 9^r]

Ex parte query

Depositions of witnesses in a cause in Chancery taken at Skynners Hall in London before Daniell | Hills and Nathaniell Weston gents by vertue of a Commission to them directed out of the said Courte, § | betweene Robert Barker esqr. *plaintife* and Bonham Norton esquier *defendan^t* 18th June 1627.

5. **William Taylor** of Lincolns Inne in the Courtie of *Middlesex* gent aged fifty two yeares or thereabouts to the | fite *Interrogatory* sworne examined <18 June 1627> deposeth and saith That hee was present when an Indenture for the sale | of Vpton was brought vnto the *plaintife* to be sealed by him vnto William Windsor gent : for this deponent saith that | at the request of the *defendan^t* and M^r Windsor he this deponen^t did carry the said Indenture vnto the *plaintife* & required him | to ioyn in the sale threof and to seale to the said Indenture about Christmas Anno domino 1625 at Britewell in | the parish of Burham, the said Indenture bearing date the second daie of December 1625 aforesaid. And this deponen^t | further saith that at the time when hee brought the said Indenture vnto the *plaintife*, the said *plaintife* did tell this deponen^t | that hee would seale to the said Indenture, so as the *defendan^t* who was to receaue three thowsand pounds for the | sale thereof would give vnto the *plaintife* a receipt for the same in parte of the office of Kinges Printer, And this deponent also saith That shortly after he this deponen^t tould the said *defendan^t* what answere the *plaintife* had made | as aforesaid, and that he did & would otherwise refuse to ioyn therein wherevpon the *defendan^t* refused | to give any such receyte vnto the *plaintife* and therevpon the said bargaine brake off.

Bonham Norton esqr. *defendan^t* sworne and examined the 25th of June 1627.

1. To the first *Interrogatory* | saith, That hee was to haue eight thowsand pounds by the decree made in June 1623. And saith that two thousand | pounds thereof was to be paid within fower or five daies next after the date of the said decree. And further | saith that hee was to leaue the name of Kinges Printer to the *plaintife* vpon the payment of the said two thowsande | pounds. And he saith that the two thowsand pounds and other summes of money debts and ingagemen^{ts} was to be raised | out of such landes and leases as the *plaintife* should be willing to sell : And saith that he knoweth of noe other estate that | the *plaintife* had at that tyme to paie the said two thowsand poundes wthall : but other leases hee had but what hee | had done wth them he knoweth not; and some personall estate hee had in goods also, but what yt was at their | true in value hee knoweth not.

2. To the second *Interrogatory* he saith hee was (by the decree) to procure his daughter Sara Barker to ioyn in sale of her | Ioynture to fulfill the paymen^{ts} mencōned in the decree And further saith that (to his knowledge or by his consent) | his said daughter did not goe to M^r Gerrard and declare to him that shee would not sell Vpton : and saith that | afterwards hee heard that shee had bene wth M^r Gerrard and that she desired that she

might not be vrged to | passe awaie Vpton w^{ch} was parte of her Ioynture and maintenance vntill such time as she had another assurance | of Ioynture and maintenance according to the decree, and that either M^r Gerrard or S^r Euble Thelwall made | therevnto answere God forbid shee should bee so vrged to passe awaie her Ioynture vntill shee were provided | for, or to such effect. And he saith that to such purpose hee did advise his said daughter, as he rememberes | and not otherwise, and he remembers not how often he advised his daughter.

3. To the Third Interrogatory he saith that hee did agree by articles vnder his hand dated 20th May 1624 to the | sale of divers landes mencōned in the articles, and did consent to the recompence for his daughter as in | the articles is expressed in lieu of her ioynture : so as the *plaintife* should performe his parte in the said articles as | yt is mencōned in those articles. And saith that yt was not the same recompence as is specified in y^e decree | but the same was to arise out of the office : And hee saith that those articles were vnder the subscription | of the hands of S^r Euble Thelwall & M^r Gerrard.

27. Ianuarij 1627
in loco praesente

4. To the 4th Interrogatory he saith that hee did agree by articles vnder his hand dated 7th March 1624 that | Upton should bee then presently sold towards the payment of the office. But the said articles did [word illegible] | that M^r Barker should performe the Articles of the 30th of May and of those [word illegible] articles of the viith | March 1624 and of the decree or ?ells hee to haue noe benefitt of such this deponents agreement, which | the said M^r Barker hath not done. And saith that the paper wryting now showed him at his §§ | examinacōn are the Articles meant by the Interrogatory

5. To the 5th hee saith that hee did afterwarde contract a sale of Vpton wth M^r William Windsor | the assignmen^t was drawne and ingrossed: and saith that the *plaintife* (to the defendan^{ts} knowledge did neuer see it | before, because hee did not vndertake for M^r Barker to seale y^t. And further saith that M^r Windsor went | with the deed to M^r Barker to be sealed, and the better to prepare him to doe yt, hee sent his man wth | a message vnder his this deponents hand in wryting now showed him at his examinacōn wth purpose to | haue M^r Barker seale yt, and M^r Barker refused to seale yt, except this deponent would giue him | an acquittance vnder his hand, that yt should goe towards the payment of the office of kinges Printer | w^{ch} this deponent refused to doe except the decree and the articles might be performed according to the | agreements. And saith that that assignement did beare date the 2. december 1625.

6. To the vith Interrogatory he saith that M^r Windsor was to paie three thousand powndes for Vpton and yt | was to be paid to this deponent: and the same was to be paid the first daie of Aprill 1626. But saith | that there was none paid at the'n sealing, nor none paid afterwards. And saith there was noe | security but an Indenture of covenant w^{ch} was void vpon non performance. And saith that by the | Indenture the estate was vpon default of payment to be reassured back vpon this deponent only | but he saith the same was but

vpon trust to the vse of Xpofer Barker and his wife, as yt was before | the ffeoffers had it, and hee never intended yt otherwise, and his reason was to avoid ?Ind[----]res | and executors wherevnto Xpofer Barkers estate was then liable: and that was the cause that | induced this deponent to enioyne M^r Windsor to convey it vpon him this deponent.

7. To the 7th hee saith, that yt was agreed by the said Indenture that if the said M^r Windsor should not paie the said three thowsand pownds vpon the first day of Aprill 1626. that then hee should stand possessed of Vpton for him this deponen^t to the vse of the said Christopher Barker and his | wife as in the next precedent deposicōn is expressed And hee saith that there was a defeazance | agreed vpon and sealed between the said M^r Windsor and this deponent dated the 2 of December | 1625 And he also saith that the said Windsor was not to forfeit anything to this deponent or any | other for his default of payment of the said 3000^{li} And further hee saith that the said M^r | Windsor by agreement and at the sealing of his assurances of Vpton was to assigne back a | lease in revercōn after almost Twentie yeares of Vpton Woods vnto and of this deponen^{ts} ?sonnes | vpon trust for the said Christopher, but what other vses were expressed in the said Assignment | this deponen^t remembreth not, neither hath hee the said assignment, but beleueeth if any | such was sealed by the said Windsor, yt was afterwarde Canceled and deliuered up by this | deponent.

8. To the 8th Interrogatory hee saith that Christopher Barker and Sara his wife did seale the foresaid | assignement and sale of Vpton to M^r Windsor, and yt was sealed in or about december 1625 and as | takes yt at the signe of the White Hart Inne in Windsor, And that the said Christopher and Sara had in | recompence then, for the same. And saith that by articles he did then agree wth the said Christopher and Sara | that they should haue some recompence according to former articles betweene this deponent and the said Xpofer | to w^{ch} he referreth himself. And further saith if Vpton and parlam were sold, that then the Inheritance of | Sowdley should be conveyed over to the issue of the said Christoper and Sara to haue the ?priuate benefit thereof.

9. To the 9th he saith that he did Seale and deliver the seuerall Indentures or articles indented as his deedes now | showed him, the one dated 13th Iuly 1625 and the other the 15th December last. And saith that the wryting was | showed him dated 13 December 1623 being an Answer to M^r Barkers demaundes is signed wth this deponents own | proper hand & the date of yt is also his owne proper hand wryting.

10. To the 10th Interrogatory he saith that the *plaintifes* Agent was never denied by this deponen^t or any for him to be consenting | [hole] all or any the bargaines of paper bought for the vse of the office of Kinges printer since the making of the decree | or to all or any the bargines or sale of bookes or making or forebearing of debts <or trusting out the stock of the office> And saith that he knoweth not | whether that the *plaintifes* Agent Robert Constable was called to goe wth M^r Bill or this deponents sonne for the | buying of any paper neither did the said Robert Constable require yt, to his this deponents remembrance But saith | that the said Constable was told after the buying of such paper what it cost and had view of the entrie of | the same in the bookes, neither doth this deponen^t conceaue

that by the decree the said Constable was | ever to be called to view or see the same
foresaid bargaines.

Daniel Hills
Nath. Weston.

[Fo. 9^v]

Thomas West of Datchett in the Countie of Buck: yeoman aged three score | yeares or thereabouts sworne and examined the xiiith daie of October 1627 by Daniell | Hills and Nathaniell Weston *Commissioners* in a cause between Robert Barker *esquier plaintife* | and Bonham Norton *esquier defendan^t* by vertue of his Ma^{ts} Commission to the *said Commissioners* directed.

1. The said deponent saith hee knoweth the *parties plaintife* and *defendant*. And also knoweth the capital Messuages | or mannor howse of Sowdeley and the demesue lands thereof and the ffarmes of M^r Thomas | Berrington and Edward Sayres John Drewes farme, Mewes farme, John Craces howse and | landes, and the free and Copihold lands howses and leases and ffishing sometime M^r Barker in Soudley | Datchett, Datchett St Hellens and Wraysbury in the County of Buck: and he hath known the twentye years or vpwards.
2. To the second hee saith, that Sowdley howse wth the outhouses and other the *partes* in this | *Interrogatory* mencōned were worth to be sould about three or fower yeares since when M^r Norton | entered therevnto, about one thowsand pownds to this deponents estymacōn : And he further saith that yt is well scituated about a mile from Windsor and by the Riuer of Thames
3. To the 3. *Interrogatory* he saith, that hee knoweth the two orchardes old and new and the conygre[y] | and the hopgarden Nycrofte and Rue Lease *parcell* of the demeanes of Sowdley and lying about the howse. And he sayth that they conteyne fourteye acres little more or lesse. And | saith that those acres one with another, are worth yearely to be lett twenty shillinges an acre | And hee sayth that those acres are worth to be sould wthout the howsing eighteene yeares | purchase as hee verely beleeveth. And he saith that there is one acre <of land in Rue lease called the great acre> worth thirty shillings | *per annum* And he saith that that one acre alone is worth to be sould twenty and seaven pounds | pownds or thereabouts: And hee sayth that hee hath credibly heard that M^r Barker paid | for the purchase of that one acre one hundred pounds.
5. To the vth he saith that hee knoweth not the number of Acres free & copie belonging | to the ffarmes of Berrington Saires Drew and Crace but he saith that hee beleeveth that | they are worth yearely to be lett together wth the howsing Twelue shillinges *per Acre* one

wth | another if they be out of lease : And his reason is for that hee hath land of his owne
| adioyninge of the same goodnes, w^{ch} if hee were to lett he would not lett at a lesse rate |
& further for that he holdeth 70 acres of the same lands and payeth after the same rates.

6. To the vith *Interrogatory* he saith that hee knoweth the howses and lands that were M^r |
Barkers now in the tenure of William Tailor Esq, Hollyman Wheeler, Read, Chester |
Davies and Righton in this *Interrogatory* mencōned. And that the same are worth to bee
sould | about two hundred and thirtie powndes all together as he conceaveth And what
the | Copiehold ffishing and the ffishinge held of Eaton College are severally worth by
the yeare | hee knoweth not but he conceaveth they Conteyne two miles or thereabouts
in the River of | Thames.

7. To the 7th he saith that he hath answeare in the first *Interrogatory* so much as he can
saie to w^{ch} | he referreth himself and further saith not.

9. To the 9th *Interrogatory* he saith that ordinary landes being freehold in Datchett
aforesaid are vsually | sold for xii^{li} & xx markes an acre, and hee hath not knowe any
sold vnder that rate, these | Twentye yeares. And hee saith hee knoweth Thomas Hales
landes in Datchett nowe vpon sale, & | that there are ffiftye acres little more or lesse wth
the howsing; and beleeveth the same wth | the howsing will yield eight hundred pounds,
and saith that M^r Barkers farme land are | as good wth the howsing proportionably as
that of the said Hales or better.

10. To the 10th hee saith that he can saie nothing vpon knowledge or estymacōn.

11. To the xith *Interrogatory* he saith that M^r Norton since his entrie vpon Sowdley did
pull downe | parte of the mansion howse and other vsefall buildinges about yt, as first the
kitchen of the mansion | howse and built another instead thereof, & a side of low
building of the said howse and built vp | another fayrer, and the malting howse and stable
of fower or five bayes, and more hee § | remembreth not. And hee saith that in his
estymacon yt is neither better or worse (albeit | that cost) either for sale or conveniency.
And saith that yt was well and conveniently howse | before M^r Norton entred vpon the
same, And saith that the *defendan*^t suffereth the outhouses to | run to great ruine and
decay and further sayeth not.

William Mathew of Parlam parke in Langley Morris in the Countie of Buck | yeoman
aged xlii yeares or thereabouts swoorne and examined die et Anno *praesente* coram
Commissione | *praesente* etc.

1. To the first *Interrogatory* he saith he knoweth the parties *plaintife* and *defendan*^t, and
knoweth the said Capitall | Messuage and a great parte of the landes and other
particulers in this *Interrogatory* mencōned together wth the | ffishinge, all w^{ch} were
sometimes M^r Barkers in Sowdeley Datchett, and Datchett St. Ellens in the | said Countie,
And saith that he hath knowne the same these twentie yeares, but for the land, in § |
Wraysbury hee knoweth not.

2. To the second *Interrogatory* hee saith that hee knoweth not the value of the said howsing what they were | worth three or fower yeares past to be sould, when M^r Norton entred upon the same, but he saith | they are well scituated neere the Riuer of Thames.

3. To the third *Interrogatory* he saith that he knoweth the two orchards old and new and the Conygre and | the hop garden, Nicroft and Rue Lease *parcell* of the demeasues of Sowdley and lying about the | howse, and saith that they conteyne about fortye acres as he beleeveth, And saith that hee §§ | esteemeth them to be worth one wth another Twentie shillings *per* Acre to be lett <wthout howsing *per annum* and saith that wthout the howsing it is worth 18^{li} *per* acre to be sold And saith that | the acre called great Acre in Rue lease is worth <40^s *per annum* and the same is worth> eighteene yeares purchase. And hee saith that hee | hath credibly heard that M^r Barker paid one hundred powndes or thereabouts for the same

5. To the vth he saith that hee doth not knowe certainly the number of acres of the fower ffarmes | in this *Interrogatory* mencōned, But hath heard saie that they conteyne neere fower hundred Acres free | and copie, And saith that such like land thereabout are worth xii^{li} or a marke an Acre, and his § | reason is, for that hee letteth land after the same rate wth a barne, and he saith that it is with the hiest.

6. To the 6th *Interrogatory* he saith that hee knoweth all the seauen howses & tenants in the *Interrogatory* mencōned | but knoweth not what they are worth to be sould And further to this *Interrogatory* hee cannot depose | saving that the ffishing extendeth about two miles into the River of Thames.

8. To the viiith *Interrogatory* he saith hee hath lands in Datchett, of w^{ch} hee letts twentye five Acres and | a half wth a barne for seaventeene pownds *per* Annum but holdeth yt to be too deare, And saith | that his this deponents lands are sumwhat better, then M^r Barkers but not much.

9. To the nynth *Interrogatory* hee saith that free hold land is ordinarily sold in Datchett for twentye | marks an acre or thereabouts. And saith that he knoweth Thomas Hales land in Datchet nowe | to bee

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to be sould, and doth conteyne about fifty acres, but what the same will yeild, hee knoweth not, but saith that M^r Barkers land there is as good as the said Hales land, and further saith not.

10. To the 10th *Interrogatory* he saith that hee can say nothinge.

11. To the 11th *Interrogatory* he saith that M^r Norton did pull down a malt howse sometimes a barne and | a stable, and some parte of the Mansion howse in Datchett and hath built vpon the dwellinghowse | But whether it be better for sale or conveniency he knoweth not. And saith yt was well and | convenient before it was pulled down. And further saith not.

Depositions taken at Skynners Hall in London the xxith of December 1627. by Daniell | Hills and Nathaniell Weston gents by virtue of a *Commission* to them directed out of the high | Court of Chancery in the said suite betweene Robert Barker esqr. *plaintife* and Bonham | Norton esqr. *defendant*.

17. **Lawrence Blomley** of Silver Street London, Citizen and draper of London aged xxxith | yeares or thereabouts sworne and examined. To the 17th *Interrogatory* he saith that hee did knowe John | Hodgetts in the *Interrogatory* mencōned, and did so knowe him about a yeare before his death but knowe | him not to be M^r Nortons cashier, otherwise then that the said Bonham Norton hath so confest | in an Answer vpon oath in Chancery in a suite there betweene Margarett Hodgetts the Relict of | the said John Hodgetts *plaintife*, and the said Bonham Norton *defendant*. And saith that he knoweth not § | certainly the hand-wryting of the said John Hodgetts, but verely beleeveth that if yt were | showed vnto him, he could *partely* iudge, whether yt, were his hand or not. And further saith that | the said John Hodgetts had, in his custodie as his decease certaine accompts bound vp in *Parchment* | of divers receipts and payments for M^r Norton. And also that he knoweth that there is an entrie | therein of the sume of three hundred pounds sett downe to be receaved of the said Hodgetts for M^r | Nortons Accompt of M^r Alderman Harvy & of the payment thereof, And it is entred there to bee | paid in manner following. Paid to M^r Barker of the three hundred pounds that was reward of | Alderman Harvy - 66^{li} - 16^s - 8^d. To M^r Plomer - 211^{li} - 6^s - 0^d. More for that my master laid out for | him - 21^{li} - 17^s - 4^d. Re of M^r Barker for money laid out for him - 21^{li} - 17^s - 4^d w^{ch} said - 21^{li} - 17^s - 4^d | is brought to M^r Nortons receipts in the said Hodgetts Accompt booke, as by the said booke to w^{ch} for more | certainty this deponent referreth himself may appeare. And saith that so much by the *defendant* is allowed | by the said booke as is expressed in this *Interrogatory*. And saith that hee thinketh in his conscience that | those seuerall entries are of the said Hodgetts owne hand wryting, and he the rather so thinketh for | that the said M^r Norton hath confessed and acknowledged to him this deponent that yt is John Hodgetts | owne hand wryting and saith that the wryting in *paper* now showed him is a true copie of so much | as is concerninge that *particulars* entred in the said Accompte booke.

8. To the 18th *Interrogatory* he saith that hee doth know M^r Phillip Gerrard of Grayes Inne Esquire | and that hee is of Councell wth the *defendant* M^r Norton. And this deponent^t was present at a conference | at the *Maste^r* of the Rolls his howse, about the second of November last, betweene the said M^r Gerrard | and Mr John Vaughan touching

M^r Barker and M^r Norton parties to this suite, And saith that the | effect and substance of their conference was, M^r Vaughan taking occasion to speak to M^r Gerrard of | the Strictnes of the decree betweene M^r Barker and M^r Norton in appointing M^r Barker to pay 2000^{li} | and to allowe 20 *per* cent for non payment of the moneys and not shewing howe the money should beeing | raised. M^r Gerrard therevpon answered declaring himself, that yt was ever intended that Upton should | be sould, and that the 20 *per* Cent was not intended that M^r Barker should paie it but to tye him | more certainly to performe his parte of the decree. And that if it should fall out that M^r Norton should | hinder the sale of Upton he should not only loose the 20 *per* Cent, but be otherwise punished as the | *Commissiō^{ens}* should thinck fitt, or to such effect.

John Bill citizen and Stationer of London aged fiftye one yeares or thereabouts sworne and examined diae et Anno *praesente*.

11. To the xith Interrogatory he saith that he is partener wth the defendan^t M^r Norton in the office of Kinges printer | and hath bene so by the space of six yeares or thereabouts. And saith by the space of fiue yeares or § | thereabouts that the books of Accompts of the worke printed and receipts and payments of the said office were | kept by M^r Roger Norton for the defendan^t and by this deponen^t and Joseph Baysett for this deponen^t but | for the greatest parte of that tyme yt was kept by Thomas Harper in the Interrogatory mencōned, And further | to this Interrogatory he cannot depose.

12. To xiith hee saith that the vsuall impressions of the books of the said office are 6000. 3000. | & 1500: or thereabouts but paper by the Reame hath bene vsuallly delivered & sett for every of the | said Impressions respectively hee cannot certainly saie, but referreth himself to the said Thomas | Harper and Joseph Baysett, whence he put in trust to see that besides performed, as also to the book | of Accomptes And further to this Interrogatory he saith not.

13. To the 13th Interrogatory he saith that the wages to the Compositors and Presmen in the said office | for the tyme aforesaid hath bene for the most parte certaine and constant for the particular works | wherein they haue bene employed. And saith that yt is constantly knowne among the § | workmen by their wages and the booke in hand what worke is and must be done for the | same. And if there be any interruption of the worke by their negligence or other wayes the workmen are abated of their wages, and so the wages expresse the workes, and by § | those wages the beginning of the worke is knowne but not the ending. And saith that yt may | be found out by such meanes probably as he beleeveth, but for more certainty he referreth | himself to m^r Harper & M^r Roger Norton and others that haue bene employed in that busines.

14. To the 14th hee saith that M^r Norton and this deponent did purchase the latten Stock of the | Company of Stationers in June last at five thousand pounds price or thereaboutes the | assurance to be made by them and that they were to pay about five thousand pounds | in bookes for the same but the assurance is not yet made, but they haue the possession | and vse thereof. And further saith that they were to paie about 5000.^{li} for the same out | of

bookes belonging to the office of Kinges Printer to be paid in such books from time | to tyme at such time as they could provide the same, And they were to deliver the said | bookes at such prices as they commonly sold them to Stationers. And saith for the bookes & value and how much they have already payd he referreth himself to the book of Accompt | of the said office. And saith that they haue not, nor are not to paie any ready money | but only bookes as aforesaid. And saith that M^r Henry ffetherston was in treaty for the | said stock before this deponent and M^r Norton went through for yt as this | deponent hath credibly heard, And saith that he was to paie fower thowsand & nyne hundred | poundes

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poundes for yt in money or thereabouts as hee this deponent Credibly heard and that hee | should paie two thowsand pownds downe in hand and the rest afterwards.

16. To the 16th hee saith that by by-passadge he was acquainted wth the mariage and porcõn | of Sara Norton the now wife of M^r Christopher Barker, and that yt was reported to this | deponent by M^r Norton that the defendan^t was to giue eighteen hundred pounds porcõn wth | the said Sara, And saith that hee heard m^{res} Norton promise that shee or the defendant | should or would giue Two hundred pounds more in mariage to the said Christopher | but who was privie thereto otherwise he remembreth not.

Richard Jackson of the parishe of St Margaretts on St Peters Street in Westminster printer aged ffortye two yeares or thereabouts sworne & examined daie | et Anno praesente.

20. To the 20th Interrogatory he saith, that hee is a workman imployed by M^r Norton and M^r | Bill in the office of Kinges Printer, and his place is at the presse, And saith that hee | hath beene a servant there neere vpon Twenty yeares, except two or three yeares | that hee was absent. And that hee knoweth that the vsage and course of the said § | office for two yeares last past parte of the five yeares mencõned in this Interrogatory hath | beene such as is mencõned in the seuerall points expressed in the wryting now showed | him. And saith that the practise of the said office in that point contynueth at this presente as yt did for the space of the said two yeares, And further saith not.

William Bate of Hosier Lane London printer aged 30 yeares or § | thereabouts sworne and examined daie et Anno praesente.

20. To the 20th Interrogatory he saith that hee is a workman by M^r Norton and M^r | Bill imployed in the place of a Compositor in the Office Kinges Printer and hath | bene so imployed 16 yeares or thereabouts. And saith that he knoweth that the | vsage and Course of the said office for the space of ffive yeares last past or | vpwards hath been such as is

mencōned in the *Interrogatory* and the severall points | of the wryting now showed him, saving the 17th Article of the said wrytinge | to w^{ch} being a Compositor and not a presseman he cannot so certainly speake | vnto, And the same wryting is true respectively in the present Course of the | said office, And further to this *Interrogatory* he cannot depose.

Nathan Pearce of Aldersgate Street London printer aged 30 yeares | or thereabouts sworne and examined die et Anno praesente.

20. To the 20th *Interrogatory* hee saith that at this *presente* hee is not a workeman in | the office of Kinges printer, but hath bene hertofore employed there about 12 | yeares in the place of a Compositor, And saith he knoweth the vsage and | Course of the said office for the greatest parte of the five yeares last past | hath beene such as are mencōned in the seuerall pointss expressed in the § | *Interrogatory* and of the wryting now showed vnto him, And the *presente* Course of | the office is true in those points & further saith not.

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[Fo. 11^r]

Interrogatories to be ministered for the examinacōn of witnesses on the behalf | of Robert Barker Esquire *plaintife* against Bonham Norton esquier *defendan^t*.

Imprimis did not you and the rest of the Commissioners in the said cause drawe vp a decree | therein by assent of the parties on both sides, and, was not the *defendan^t* to restore the office of the Kings | Printer and all his interest therein to the *plaintife* vpon satisfaccōn of 8000^{li}.

2. Item was not the first 2000^{li} thereof to be raised by the sale of Vpton farme, and the other | 6000^{li} by the office and the *proffitte* thereof.

3. Item was not the *defendant* vpon payement of the first 2000^{li} to put out his name of kings | Printer in the office, and by whome was the office to be executed, And was the *defendant* to | entermedle therewth or not, were the halfe yearly Accompts of the proffitts of the office duly | yeilded vp, And was the office executed as yo^w ordered or not, by whose default was that.

4. Item in case the *plaintife* could not by the day of payement of the first 2000^{li} sell the land for | payement thereof, there being but a fewe dayes betweene the date of the decree, and the day | of this payement what interest did you resolue he should pay for the same, and in case the | *plaintife* did to the vttermost of his power endeauour to performe the payements in the decree for the | office, did you intend neuerthelesse that he should pay

any such penaltie as 20 in the hundred | or to what end was the said penaltie sett downe,
and for what reasons imposed in the letter of your decree.

5. Item did you not knowe at the makeing of the said decree what estate in lands the |
plaintife had, and howe they stooode incumbred to M^r Norton ~~that if~~ <and> in case Vpton
being parte | of the Iointure of Christopher Barkers wife, should be sould towards the
redemption of the office, did you meane or intend that she shewd in lewe? thereof have
the Ioynture of the *plaintifes* wife discharged of all Incumbrances, and if yea, by what
meanes did you intend the *plaintife* showd discharge the same, yf not what did you intend
shee should have in lieu thereof.

6. Item did yt appeare to you, at or before the making of the decree that the *plaintife* had
| had out of the office in money and bookes about 900.^{li} did you not meane that he should
be | acquitted thereof by the decree, yea or noe, yf yea, why did you soe?

7. Item did you intend to acquitt the *defendant* by yo^r decree from a debt of 285^{li} for
latten bookes | sold by him to the companie of Stationers, was yt a debt belonging to the
defendant his moiety in the office, was the *plaintife* Barker by the decree to haue all the
debts wholl moiety of the | said office, and all the debts any waies thereunto apperteyning
or belonging, And was that | 285^{li} parte thereof.

8. Item was yt not the true meaninge of ~~your~~ <the> decree <or any the articles
subsequent> to enable the *plaintife* to sell Vpton for | to paye the first payement for the
office, And did not the *defendant* vexe the sale thereof at the | making of this decree, And
did not you therevpon enioyne him the *defendants* by the decree | not only to ioyne in the
sale thereof, but to procure his daughter Barker to ioyne with | him therein also. And
whose default was it the same lands weare not sould § | accordingly: And howe do you
know the same?

9. Item did not m^{ris} Sara Barker the *defendants* daughter come to you and tell you that
Vpton shoud <not> be | sould, And that she would neuer giue her assent thereto, if yea,
when? And did not the *defendants* acknowledge that it was by his direccōn and when did
he soe?

10. Item was not the *defendant* to be charged wth the moiety of such bookes as M^r Bill
receaued quarterly | out of the office, and to allowe yt vpon his halfe yearely accompt to
the *plaintife* in parte of payemen^t for the | office, yea or noe, if yea, howe farre and to
what tyme did you intende the *defendan^t* to be charged therewth.

11. Item did you and the rest of the Comissioners about Midsomer 1625 heare &
consider all the § | differences betweene them the parties concerning the office. And what
interest did yo^w then intend, or | agree to lay vpon the *plaintife*, either for the first 2000^{li}
because the same was not paide, or for any | other moneys accrewed, and did you intend
anymore then fiue in the hundred for them or either of | them yea or noe? yf noe then for
what reasons did yo^w soe?

12. Item what did you intend or determine in Iustice and equitie to doe as concerning the debts showed | to you by schedule at yo^r examinacōn <dated 19 Ianij 1625> did you conceaue them to be trusted *partely*? & contrary to the course | of the office, and for the rest that the <debt> had not taken such course for the getting on thereof as was fitt | And did not you therefore thinke it reasonable & iust that he should take it in parte payment: And | what did you resolue thereupon?

13. Item what did you also then intend or determyne the *plaintife* should doe concerning the rent as purchase | of Blackfriers House, w^{ch} the *defendant* would haue forced him to haue purchased.

14. Item wherewas there was a draught of a decree drawne by M^r Gerrard & M^r Jones or one of them in Anno: 1625 was yt not agreed that after the fyne should be acknowledged by all parties interessed of the | lands agreed to be sould, and <the> Indentures to leade vses sealed, that then there should be incerted in <to> the said decree | before then sealing thereof how much more in certayne the *plaintife* or his assignes should pay the *defendant* in full for | the office. And what annuall some M^r Robert Barker was to pay out of the office for payemen^t of the debts, & | ingagemen^{ts} of Christopher Barker his sonne. And was yt not then agreed by the comissioners that there | should be noe more question of the Accompt, but that M^r Robert Barker and his wife & ffrnds | should ioyn in the fine as they were willed to doe and take not further care, for all things owed | concluded and in the *commission*^{rs} brests though not then fitt to be made knowne, And what was yt <that was> soe | then resolved by the *commission*^{rs} to be incerted & reserued in their owne brests to the vttermost of yo^r knowledge.

15. Item doe you knowe or haue hard of any that desired to buy Vpton farme, if any, then who | were such *parties*, & when desired they to buy the same, what price was offered for the same & why was yt not sold.

16. Item were there not suerall articles agreed vpon between the said M^r Robert Barker & M^r Bonham | Norton and subscribed by them & the *commission*^{rs} for the ending of all differences saue any such as were in the brests | of the *commission*^{rs} and by themselfe incerted into the said Articles before they were decreed, one draught of the | said Articles bearing date the 30th of May Anno domini 1624 the other 7^o die martii following. And was not | the Iointure of M^{res} Sara Barker & the maintenance of her & her husband thereby (amongst | other things) *provid*ed for. Be not the Articles now showed you the same Articles.

17. Item is the note or *lett*re to the *defendant* now showed you and dated the 21th of June | 1625 subscribed wth yo^r proper hand.

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Nath Weston.

[Fo. 12^r]

Interrogatories to be ministered for the examinacōn of witnesses | on the behalfe of
Robert Barker Esq *plaintife* against Bonham Norton Esquier *defendant*.

1. **Imprimis** do you knowe the said *parties* and the office of the Kings ma^{ts} Printer and howe | longe haue you knowne the said *parties* and office and haue you bene at any tyme ymployed in | the said office, or in or aboute the manadging or execucōn thereof, or any *parte* thereof if yea | by whom weare you imployed therein and in what *particuler* place and sorte, and howe longe | haue you held & excersised that ymployement and place.
2. Item doe you knowe that that moyety or parte of the said office which was in question | between the parties to this suite was heretofore sequestered by his Ma^{ts} court of Chancery | out of the *defendants* hands unto the hands of certaine Stationers if yea, how longe did it | remaine in sequestracōn, and for what cause was that sequestracōn graunted and when | was the same dissolueded, who entered vpon the execucōn thereof when the sequestrators gaue it vp did the *defendant* then take an accompt of the stock of the office or if he did not why | did he not, and what stock had the office in bookes paper and debts to yo^r knowledge at that tyme.
3. Item doe you knowe of a decree which was framed by S^r Euble Thelwall M^r Phillip | Gerrard & Thomas Jones Esqr. *Commission*^{rs} and ratified by the high Co^{rt} of Chancery in this | cause and concerning the aforesaid moiety of the said office haue you seene and weare the | same when was the same made and is there not a clause therein to this effect viz that the | foresaid moyety of the said office should be executed or managed by two persons whereof | one to be nominated by the *plaintife* and the other by the *defendant* to see that the best profitt might be made of the said office, for the more speedy satisffacōn of the *defendant*, of the 8000^{li} | awarded him by that decree in liewe of the said office, who was the *person* nominated, | by the *plaintife* and what did the *defendant* nominate to manage the said office accordingly | were not the moneys arrising by the said office, to be kept in a chest, and halfe yearely accompts to be made thereof between the *persons* nominated by the said *parties* | vntill the said *defendant* should be satissfied the said 8000^{li} or to the like effect.
4. Item was the said office managed & executed by the said two persons according to | the said decree or not, and weare the halfe yearly accompts, kept & yielded vp and | perfected as the decree directed yea or noe, did not the *plaintifes* accomptant tender his redines | presence and assistance in seeing to the managing of the said office and did not the | *defendant* print & sell & trust out what he pleased without allowance of the *plaintife* or his accomptant.
5. Item whoe kept the bookes and accompts & stock of the said office vnder the said | *defendant* and M^r Bill and to whome did they comitt the care & charge of the same | euer since the said decree, and of the managing and execucōn of the said office | who bought and sould the wares and comodities of and for both *parties* of the office | in that tyme whoe made duty of the workes and receipts & proffitts of the said office, and who

receaued the moneys during that tyme, that, came in on the | receipts and *proffits* of the office and whoe gaue the credit to them that bought bookes | without ready money out of the said office.

6. Item was there one certayne receiuer and booke keeper for that parte of the office, w^{ch} | the *defendant* holdeth and one certayne setter appointed <by> the *defendant*, yea or noe, who was | that person, if noe whoe else receiued or entered any moneys made any debts, or sould or | yssued out any wares of the office at any tyme since the said decree.

7. Item whether or not by the oath you haue taken weere all the somes of money debts | *proffitts* and receipts of the said office or of the foresaid moiety thereof that from tyme | to tyme came in or were made, paid or receiued at any tyme since the said decree duly | and iustly booked and entered in the bookes of receipt & payement of the office vsed to that | end and howe doe you knowe the same.

8. Item did you or any other *person* or *persons* by yo^r direccōn or with yo^r priuaty consent | or knowledge or otherwise receiue any debt or debts some or somes of money | due to the said office or to the accompt thereof at any tyme since the said decree | that were not entered & booked truly and iustly in the vsuall & comon accompt bookes | of the office, yea or noe, if yea who receaued the same and when what became of | those moneyes and to what and whose vse were they converted and did any *person* | but yo^rselfe vse to booke enter & rerceive the same if yea who else did soe & by what | warrant, and doe you knowe or haue yo^w heard or doe you perceiue that any moneys | y^t were receaued for any bookes debts or other things due to the said | office since the said decree were duly booked as aforesaid vntill Christmas last past.

9. Item weare all the bookes & printed workes of the office <or> of the aforesaid ?paid | thereof that were printed in the said office or sold giuen lent taken trusted yssued | or deliuered out of the said office during the tyme aforesaid viz since the making of | the said decree duly entered and booked <in> if the vsuall bookes of the office yea or noe | if yea when where & by whome if noe by whose default & meanes and for what respect | were the same not entered in the vsuall bookes and doe you knowe that any such bookes | workes or wares were not so entered in all that tyme or any vse thereof yea or noe.

10. Item what stock in bookes paper and debts hath the foresaid office at the tyme | this <yo^r> *examinacōn* as you estimate in whose custody & vnder whose charge as the same | kept and howe much of the stock or bookes of the office hath beene trusted out & vpon credit | and what debts hath beene made to the office since the said decree & by whome & howe doe yo^w | rate & value the *present* stock in the office, and howe much is the office nowe indebted.

11. Item hath any of the bookes workes or stock of the said office bene sold vpon credit | trusted out since the said decree to any *person* or *persons* that were then indebted to the office.

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[Fo. 12^v]

24. Item in what perticulers hath the office beene mismanaged and the §§§ | accompts disorderly kept since the said decree, and of what nature sold and value to | be sold for ready money was the foresaid moiety of the stock of the office in bookes | the 18th of June last as you knowe or conceaue, And what did the stock of the same | moyety in bookes and debts at the tyme of the sequestracōn amount vnto.

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[Fo. 13^r]

11. Item Before he or they had paid and cleered their former debts to the office yea or noe, if yea who | trusted out those things & made those debts, and to what value doth they amount.

12. Item How much and what some of money of the debts that were due to the office the | 18th of June last has bene receaued in to this day, who receaued the same and are all those | receipts duly & truly entered in the booke of accompts of the office vsuall for such receipts | and what are the *proffitts* of the office, and to what value that haue bene raised since the 18th | of June last to this day in workes bookes debts and money and are all they duly booked and | entered yea or noe.

13. Item what bookes haue bene imprinted and what workes haue bene done in the said | office since the said decree for the *proper* & perculier *parte* of M^r Norton or M^r Bill & that were | not ioyntly done by both, as worke *proper* to the office of Kings Printer, & whoe hath | borne the charge of those workes & is any of that charge put vpon the generall accompts | of the office yea or noe.

14. Item haue you receaued any moneys due to the said office or taken any bookes § | out of the stock since the said decree, that were not entered & are the accompts of the proffits | of the office deliuered up to the nowe *commission*^{ts} by the *defendant* and of the charges & defalcacōns | bene yea or not, if yea howe knowe you the same to beleue and who extracted them out of | the bookes and by whome were they composed.

15. Item whereas by the said decree the *defendant* is to reconuey the said office wth warranty | against him & all claieming by from or vnder him; what incumbrances hath the *defendant* charged the said office with all at any tyme before or since the said decree what assurances | or assignemen^{ts} thereof or of the stock or any *parte* thereof hath he made & to whome is the | same office or stock or any *parte* thereof ingaged or made ouer or bound for security | of any somes of money, and for what, & whoe haue any clayme title or interest in or | to the said office or stock by from or vnder the said *defendant* to yo^r knowledge as yo^w haue heard.

16. Item when this cause stood referred to S^r Euball Thelwall M^r Phillip Gerrard and | M^r Thomas Jones was not the said M^r Jones of councell | wth the *defendant* and is not M^r Gerrard also of the *defendants* councell, and was not the *plaintife* advised by diuers of his | ffrinds to except against S^r Euble Thelwall if yea for what occassion and howe often | did those three *commission*^{rs} meete vpon this busines as you remember and were not you | *parte* at all, or the most of theire meetings therein.

17. Item did not the said three *commission*^{rs} drawe vp a decree in the cause by the assent of the | *parties* if yea when, what did they determine concerning the office did they not award | M^r Norton to restore yt and convey it vpon payment of 8000^{li} when & howe was that to | be paide and raised, was not M^r Norton vpon payement of the first 2000^{li} thereof | to put out his name of Kinges Printer, and howe was that 2000^{li} to be raised by | intencōn of the said *commission*^{rs} & the articles and what tyme did they giue the *plaintife* to | pay the same, & why did they Limitt him soe short a tyme, & might the 8000^{li} haue bene paid wth in the tyme <if yea, how as you thinke>.

18. Item howe and what did they determine by the said decree as touching the *profits* & | managing of the said office, and was the same managed & executed accordingly if | noe, why was it not, was the *plaintifes* agent and accomptant, that was appointed to ouer | see the managing thereof for the best *profit* permitted soe to doe, or *prohibited* if yea when | howe often, in what manner and by whome and howe doe you knowe the same & did | not the *plaintife* often complaine to the said *commission*^{rs} of that abuse and was the *defendant* to | intermedle with the executōn of the office or not.

19. Item vpon what occassion for what reasons & with what intencōn wch yo^w conceaue | did the *commission*^{rs} by that decree make a mencōn of interest at 20 *per cent* for that 2000^{li} | if yt should not be paid at the day was it not to cause the *plaintife* to vse his indeuours | in the sale of Vpton farme for payement of that 2000^{li} yea or noe, if yea, howe | doe you knowe the same and did not the *plaintife* labor & indeauo^r the sale thereof and | make agreemen^t wth one M^r Windsore for yt if yea when, and who hindered the sale | thereof as you knowe or haue hard of whom haue you heard the same.

20. Item what interest did the said three *commission*^{rs} afterwards vpon hearing of the rest | in Anno 1625 resolute to allowe the *defendant* for that 2000^{li} because it was not paid at the | day & for what reasons did they soe, and howe doe you knowe the same and did they find that the *defendant* or his daughter Sara or both had crossed the sale of Vpton | haue yo^w not heard them or some of them affirme as much, and did not you heare the *defendant* & his daughter or either of them acknowledge the same, & was not M^r Norton | by the said decree to haue *procured* her to ioine in the sale of the lands.

21. Item what was concluded or intended touching the *parcell* & *particuler* of 285^{li} | for lattine bookes what is yo^r knowledge therein & the reasons of the same was y^t | a debt, due to the *defendants* moyetye, of the office, yea or noe if yea howe knoe you | to be soe.

22. Item howe farr forth and to what tyme did the said *commission*^{rs} charge & conclude | *defendant* to be charged with the moyetye of such bookes as M^r Bill had receaued

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[Fo. 13^v]

22. out of the office before the decree and for what reasons did they soe, and was not the defendant to allowe one moyetie thereof vpon the halfe yearly accompts in parte of payement for the said office and was not ~~the~~ <one parcell or> some of 220^{li} iii^s iiij^d parte of that wherewth | the defendant was to be charged what is yo^r knowledge touching the same.

23. Item what was determined or intended by the *commision*^{rs} concerning the debts | mencōned in the seuerall schedules nowe showed you dated 19th Junij 1625 & for what | reasons did they soe and what concerning the rent or purchase of Landes one house | and for what reasons as you conceive.

24. Item did not the said *commision*^{rs} & parties agree vpon seuerall articles after the said | decree w^{ch} are seuerally dated 30th May 1624 & 7th March 1624, was not agreed by the former | of them (inter alia) what *prouision* the said Sara should haue in liewe of her ioynture to be sold if yea, what was yt, and is there not *prouision* for her husband and her, | children also, and was <not> M^r Norton by the former of those Articles & by the foresaid | decree to bring his said daughter to ioyne in the sale of the lands whereof Vpton | was *parte* and by the latter of those articles was he not to bring in both his said daughter | and her husband to ioyne in the sale of those lands and is there not an expresse | Article that Vpton should be *priuately* sold and that all the money arising thereby | should be paid to the defendant towards paymen^t for the office not the defendant hand wth | the three *commision*^{rs} to these Articles and did the said Sara neuerthelesse oppose the sale of Vpton and howe knowe yo^w the same?

25. Item is there not a reseruacōn in those Articles & also in the decree of power | to the said *commision*^{rs} of incertion explyenacōn addicōn & amplificacōn according to theire discrecōns or to that purpose and was not that one of the motiues or reasons as yo^w conceiue that moued the *commision*^{rs} to set 20 *per* cent in the decree because they reserued power to correct the same.

26. Item are not the Letters nowe showed you the true coppies of those *lettres* w^{ch} were | sent by the said M^r Gerrard vnder his hand to the said M^r Jones and howe do you knowe | the same, and did not M^r Gerrard in Anno 1625 affirme in yo^r heareing that there | was a draught of a newe decree made by him and M^r Jones & that there rested some things | in the *Commision*^{rs} brests to be incerted thereunto, before yt should passe w^{ch} were not fitt | to be knowne till the *plaintife* & his wife had levyed the fyne & what doe you conceiue were | those things reserued, and did not <he tell> the *plaintifes* wife that the accompt for the office was agreed | vpon & should noe more <be> questioned & that they had resolved what to doe for the office | or to that effect; what is yo^r knowledge herein.

27. Item haue you a note of such bookes & other things as were printed in the said office | from the xxth of Dec. 1622 to the 17th of June 1626. the copy whereof is now showed yo^w | whather or not haue you compared or considered the same wth the bookes of the accompt | of the office yea or noe, if no why did you not, if yea, doe the bookes warrent the | seuerall impressions mencōned in the said note, & if noe which of them are not warrented | by the bookes & what numbers did those Impressions, produce & like impressions since | vsually for the most parte.

28. Item what weekly allowance by way of defulcacōn & charge vpon the for said | moiety of the said office, hath the defendant taken vpon his accompts for euery apprentice and | servant by him employed in the said office from the sequestracōn to the 18th June last.

29. Item what interest did the aforesaid *commission*^{rs} allowe the defendant for the forbearance of the afore | said 6000^{li} & for what reasons did they soe as yo^w knowe or conceiue why thinke yo^w soe or | howe doe you knowe the same.

30. Item as you knowe or conceiue whither or noe were the three parcells in the schedule | of workes nowe showed yo^w being the 14th 24th & 28th parcells & soe marginably numbered | imprinted in the aforesaid office or for the accompt of the office before the 17th June | 1626. what doe you knowe & conceue touching the same.

31. Item what numbers haue binne vsually imprinted in the said office vpon | euery impression haue not the vsuall impressions consisted of 3000 & 6000 bookes | as bibles or the like and what allowance of ouerplus in paper hath bene vsually | since the said decree, laid vpon euery of the said impressions or vpon euery sheete of the | same ouer & about the precise numbers or reames of paper of the impressions of 3000[?] & | 6000[?] & what ouerplus hath such allowances vsually produced in such impressions in | former tymes & since the said decree what is the truth & yo^r whole knowledge herein | and howe do you knowe the same & for what tyme haue yo^w knowne the same.

32. Item hath the aforesaid office euer since the said decree bene executed to the best | advantage as yo^w conceaue yea or noe, if noe why doe you soe thinke hath there | bene bookes kept during that tyme of the workes, sales, receipts, payements & debts of the | office for the generall accompt and carriage of the office as [~~word illegible~~] <nowe> fitt & ought to be kept | and which might declare true dealing therein and hath there bene any other booke | or bookes kept besides between M^r Norton & M^r Bill of their particular partnershippe | or dealings in the office & in w^{ch} of them haue all the receipts bene entered, what is yo^r | knowledge & what doe you conceiue therein & the reasons thereof.

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[Fo. 14^r]

Interrogatories for the examinacōn of Bonham Norton esquier
defendant in the sute of | Robert Barker esq^r

1. **Imprimis** whereas you were to haue 8000^{li} by the decree made in June 1623. in lieu of the office of | Kinges Printer was not 2000.^{li} thereof to be paid within fower or fiue daies, after the passing of the said decree | and were not you vpon receipt thereof to leaue the name of Kinge Printer to the *plaintife*. How and by what meanes was | that 2000^{li} to be raised, and had the *plaintife* any stake of his owne at that tyme in his hands or at his disposicōn to raise the same 2000^{li}, if yea, what was yt, and were not you then well acquainted with his estate.
2. Item were not you by the said decree to procure your daughter Sara Barker to ioyn in sale of such her Ioynture | as should be made to fulfill any the payments in the said decree, And did not shee afterwards goe to M^r Gerrard | and declare to him, that shee would not sell Vpton, or to any such prupose, what was the truth thereof as you knowe | or haue heard from her. And did you *persuade* aduise or direct her so to doe, And did you at any time since the | said decree, advise her not to consent to the sale thereof, yf yea, when, how often, why, and in what manner | did you soe and to what intent?
3. Item did not you agree by articles, vnder your hand dated the thirtieth Maie 1624 vpon a recompence for your | daughter Sara in lieu of her Ioynture to be sold, [word illegible] and was yt the same recompence that was intended her by the | decree or another, and was yt to assise out of the office of Kinges Printer or out of lands. And did S^r Euble | Thelwall Phillip Gerrard and Thomas Jones Esquires *Commission*^{rs} put their hands also to those articles.
4. Item did not you agree by articles, vnder your hand dated the viith of March 1624 that Vpton should | be then *priuately* sold, and that all the money arrising thereby should goe in *parte* payment for the | office of Kinges printer. And are not the articles now shewed you the selfe same articles or a | Counter *parte* of them.
5. Item did not you afterwards contract a sale or an assignemen^t of Vpton to William Windsor, yf | yea, was the assignemen^t drawne and ingrossed, did the *plaintife* euer see yt till yt was brought him | to be sealed and did he not send you word neuertheles that he would seale yt, so as yo^u would giue an acquittance or a discharge for so much money as receaved by you in *parte* of payment | for the office, and did not you refuse so to doe, And, what date did that assignemen^t beare.
6. Item what money was the said William Windsor to paie for the said landes and to whome & when | was the same to be paid, what was paid or to be paid in hand at the sealing of the assignmen^t | and at what tymes the rest, and vpon what security and what shold haue become of Vpton | and who should haue had the same in case M^r Windsor shold not paie the money at the | times agreed vpon.

7. Item was yt not agreed betweene you and the said Windsor, that if he should not paie yo^u | 3000^{li} for Vpton in Aprill 1626. that then the said Assignemen^t shold be and remaine to | yo^r vse And that M^r Windsor shold be possessed of Vpton for yo^u? And was there not a defeazance agreed vpon drawne or sealed to that or the like purpose, And what was M^r Windsor to | forfeit and to whome, in case he shold not paie the said 3000^{li} at the daie, And was not he also | to assigne back Vpton woods beside to some of yo^r sonnes, if yea, when and to what vses & | vpon what condicōn? what is the truth hereof?

8. Item did Christopher Barker and Sara his wife seale the foresaid assignemen^t and sale of Vpton to | M^r Windsor, if yea, when, and where [hole: &] what recompence had they at that tyme in lieu thereof | and what more were they to haue for the same, and how was the same secured and by whome | and what assurance and who made the same.

9. Item did not you seale and deliuer as yo^r Act and deed the severall Indentures now shewed yo^u | the one dated the xiiith of Julie 1625. And the other the xvth of December last or either both, or w^{ch} of them, And is the wryting now shewed you, dated the xiiith of December 1623 subsigned wth yo^r | proper hand, & is not the date of [hole] & the subscription thereof yo^r hand wryting.

10. Item whether or not was the *plaintife* or his agent or Accomptant Robert Constable, or any other for | him, partie [hole] or consenting to all or any the bargaines of paper bought for the vse of the | office of Kinges Printer since the making of the said decree, or to all or any of the bargaines | or sale of bookes or makeing or forebearing of debts, or trusting out the Stock of the office | yea or noe, wherewth was he acquainted and to what & what bargaines was he | partie §§§§ as yo^u knowe or haue heard from of whome haue yo^u heard the same.

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[Fo. 15^r]

11. Item are not you *partner* with the defendan^t Norton in the office of Kinges printer and how long haue you soe bene | who kept the books of accompts of the workes printed, receipts & payments of the said office, for the space of fiue yeares last past, | or the greatest parte thereof, and did not Thomas Harper keep the same for *parte* of that tyme, & how longe & who ells.

12. Item are not the vsuall impressions of the bookes belonging to the said office to bee printed either <7000> 6000, 5000, 4000, | 3000 <3500. 2000> or 1500, and what paper by the Reame hath bene vsuallly deliuered & set out, for euery of the foresaid impressions, | respectiue, and what hath bene, & is, yo^r vsuall & comon course herein, durement the yeares aforesaid.

13. Item hath not the wayes to the Composito^{rs} & pressemen in the said office for the tyme aforesaid bene <for the most parte> certaine and | constant for the *partticular* works, wherein they haue bene imployed, and is it not comonly & constantly knowne in the office | among the workemen by the wages <& the booke in hand> what worke is, & must bee done for the same, and by that work and wages, w^{ch} of the | impressions before mencōned is or are then in working, & by that rule and by the entry of wages in the booke, is it not to | bee playnlye knowne thereby neare about what tyme the impressions is begun & ended, and is there any other way to find out | what impressions of books & works haue beene printed in the said office, in the tyme aforesaid, but by those books of the paymen^t of wages | yea or noe, if yea, then what is that ?way^s.

14. Item did not you & the defendant M^r Norton purchase the latine stock, of the companie of Station^{ers}, or some of them, If yea when, at what | price, by what conveyance, or assurance, & who made the same, & were not you and hee to pay 5000^{li} for the same in books belonging to the | office of Kinges printer, yea or noe, if noe, what were you to paie in such bookes, & when & were not those books to bee deliuered in payment at the | vsuall rates & prices of retaile, & what books or to what value haue you & M^r Norton alreadye soe deliuered, in *parte* of payment of the | said purchase, and how much of the price is alreadye paid, and haue you paid anything in ready money, or otherwise therin books | as aforesaid was not M^r Henry ffeatherston stationer, in treaty for the said stock before you bought it, and what was hee to paie for it, | in money or otherwise & how, & when, as you knowe or haue <credibly> heard or verely beleuee.

15. Item did not you in or about the yeare 1618, send and giue vpp to the p^{laintife} an accompt of moneys paid for him to his Credito^{rs}, by M^r | Norton & yo^rselfe, out of moneys then payable to the p^{laintife} & is not the wryting of that accompt now shewed you beginning vizt To S^r W^m Craven for vse in December last 0075^{li}-0-0 and superscribed to the p^{laintife} dated this the eighteenth of Aprill 1618, and | subscribed John Bill, all of your owne handwriting, & subscribed by yo^rselfe, and was not the p^{laintife} to bee discharged of those moneyes | that you so accompted for to him, yea or noe, if noe why not?

16. Item were you priuie to, or acquainted with the match, contract, or agreement, betweene the p^{laintife} & defendan^t touching the marriage | porcōn of Sara Norton, now the wife of Christopher Barker, and was not the defendan^t for his *parte*, to giue 1800^{li} porcōn with her, and did | not M^{rs} Norton the defendan^{ts} wife, promise and agree that she or the defendan^t should or would giue 200^{li} more wth her, in marriage to the said Christopher, and who was priuie there vnto also beside yo^r selfe.

17. Item did you knowe John Hodgetts late of London Stationer deceased, was hee not Chasheer & agent diu^{ers} yeares, for M^r | Bonham Norton, doe you knowe the hand wryting of the said John Hodgetts, & had hee not in his custodye at his decease, certaine | accompts bound vpp in parchmen^t, of diuers receipts & payments for M^r Norton, & is there not an entry therein, of the some of 300^{li}, receaued | by the said Hodgetts for M^r Nortons accompt of M^r Alderman Harvye, & of the payment thereof, if yea how was it entered there to bee | paid, & is not 21^{li}-17^s-4^d thereof entered to bee paid to the defendan^t and is not that some of 21^{li}-17^s-4^d brought to the defendan^{ts} receipts in | the said Hodgetts

accompt booke, and is not that accompt booke allowed by the *defendant* & doe you thinke in yo^r concerne, that those seuerall | enteryes are of the said Hodgetts hand wryting, yea or noe, if yea why doe you soe think & is not the writinge now shewed you at yo^r | *examinacōn* a true copy of those entries.

18. Item doe you know Phillip Gerrard of Grayes Inne esq^r, is not hee of councell with the *defendan^t* M^r Norton, and were you *presente* at | any conference at any tyme, betweene the said M^r Gerrard & any other, touching the businesse betweene M^r Barker & M^r Norton | *partyes* to his suite, if yea, when & where, & what was the effect & substance of that conference, & what speeches did the said | M^r Gerrard vse therein, & to whom, what are the *particulers* & truth of the same, and doe you well remember the same.

19. Item what moneys and rents of Hallowford haue you at any tyme paide to M^r Bonham Norton, or to any other for | his vse or debt, & when and to whom, and wherefore did you soe paie the same.

20. Item are not you a workman imployed vnder M^r Norton & M^r Bill in the office of Kinges printer | if yea in what place & how long haue you been a servant or workman in the said office and doe | you know that the vsage & Course of the said office for the space of fīue yeares last past or vpwards | hath bene such as is mencōned in the seuerall payments expressed in the wryting now showed you & is the same true in those *paymen^{ts}* yea or noe if noe wherein dothe the course of the office differre or vary | from the same in those points or any of them.

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[Fo. 15^v]

Mr Bill 11. 12. 13. 14. 15. 16.

M^r Blomley 17. 18.

M^r Sharpe 19.

Richard Jackson	}	
William Bates	}	20
Nathan Pierce	}	

[Fo. 16^r]

Interrogatories to bee ministered |
to witnesses on the part of Robert Barker esquier
plaintife | against Bonham Norton esqr. *defendant*

1. **Imprimis** do you knowe the partyes and the capitall Messuage or Mann^{or} house of | Soudley and the demesue lands thereof and the ffarmes of M^r Thomas Berrington & Edward | Sayres John Drewes ffarme Meos ffarme John Craces house & lands and the ffree & | Coppie hold lands houses leases & ffishing sometymes M^r Barkers in Soudley Datchett | Datchett Shallows & Wraysbury in the Countye of Buckes and how long haue you knowne the same.
2. Item What was Soudley house with the outhouses barnes stables doue houses Malthouse | yards gardens and scite of the house worth to bee sold three or foure yeares past when M^r | Norton entred thereinto and is it not well situated about a mile from Winsor & vpon | the riuer of Thames.
3. Item doe you knowe the two orchards old & new & the Conygrae the hoppgarden | Nicroft & Rue Leas *parcell* of the demeanes of Soudley and lye<inge> about the house if yea | what quantitie of lands doe the same containe & what are the same yearlyly worth | to bee lett one cleere with another and what to bee sold without any housing & is there | not one acre of land in Rue leas aforesaid called the great acre & what is that | acre alone yearlyly worth & worth to bee sold and what hath bene paid for the | purchase of that acre as you know or haue credably heard.
4. Item What housing is vpon the ffarmes of Berrington Sayres & Crace what quantyty | of lands free & Coppie do belong to those ffarmes and what are the same worth by the acre | to bee sould one acre with another with the housing as they now are in lease what is the | lease at Mees ffarme worth to be sould besides the rent resould to Eaton Colledge & vpon | the vnder lease & how doe you knowe the same and what is the great Acre in Rue leas | worth to bee sould.
5. Item What number of acres free & Coppie are belonging to the ffarmes of Berrington Sayres | Drew & Crace & what are they worth to bee lett by the yeare one acre with another together or | wth the housing & what are yo^r reasons therefore.
6. Item doe you knowe the houses or rentes that were M^r Barkers now in the tenures of Will | Taylor esq, Hollyman Wheeler Reade Chister Davis and Righton what are the same | worth to bee sold and what doe you conceaue the Coppie hold fishing & the fishinges held of | Eaton Colledge seuerally worth by the yeare and doe they not containe about two miles | fishing in Riuer of Thames.
7. Item doe you not hold parcell of the landes w^{ch} belong to Sayeres ffarme and what Rent doe | you paie for those lands yearlyly by the acre without any dwelling howse and are not | those lands and the other ffarme lands of like nature and goodnes.
8. Item haue not you diuers lands of y^t yo^r owne in Datchett yf yea at what rates doe | you lett the same by the Acre yearlyly by bona fide. And are not yo^r Acres and the |

plaintifes ?pasture-landes wth the howsing much alike in value to be ~~sold~~ lett accord to *proporcōn*.

9. Item at how many yeares purchase are ordinary landes <in Datchett aforesaid> vsually ~~beene~~ bought & sold | for and doe you knowe Thomas Hales his landes in Datchett w^{ch} is nowe vpon sale | what quantitie is the same, and what will the same wth the howsing yeild And are not M^r Barkers farme landes wth the howsing therein proportionably as good or better than that of the said Hales.

10. Item what were all the foresaid howses & free and copie landes leases fishinges | farmes & premisses with their app^{ur}tenances worth in grosse ?since to be sould in the | repute and estymacōn of the Cuntry when M^r Norton entred vpon Sowdley. And what | is yo^r iudgment vpon the value of the same.

11. Item did not M^r Norton since his entry vpon Sowdley pull downe parte of | the Mansion Howse and other vsefull buildings about yt, yf yea, what? | is the howse better now for sale & convenient or worser then yt | was at his entry. And was yt not well & conveniently howsed then & | doth he not suffer the other necessary outhousing to run to great ruyne | and decay.

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Nathaniel Weston

[Fo. 17^r]

Interrogatories to be ministered for the *examinacōn* of William |
Windsor gent on the *parte* of Robert Barker esqr *plaintife*
agains^t Bonham | Norton esquier *defendan^t*

Imprimis doe you knowe the *parties*, and the Mannor and farme of Vpton | in the Countie of Buck nowe in your possession? did not the *plaintife* Robert Barker | at severall times wthin fower yeares <last> past, deale wth you to purchase the said lease | and farme of Vpton? did you agree with him for it, yf yea, for what price? | and when did you first agree wth him for the same as you remember? was it | not about three yeares past or vpwardes? did you not therevpon giue | him earnest, and take order to raise moneys to paie for the same? And did | you really intend to buy it, and pay for yt accordingly, And did not | Sara Barker refust to ioine in the sale (being the *defendan^{ts}* daughter) and | tell you that yt should not be sould, and so did not the bargain breake off.

2. Item did not the said Robert Barker afterwards deale wth you againe to | buy the said farm, and did you then also agree so to doe, and to giue two | thowsand nyne hundred pownds for yt? did you not giue him five powndes | in earnest thereof, and bona fide intend to goe through for it, also to paie | the money? And was the default in you or in

the said M^r Barker to your | knowledge, that the said bargaines or either of them were broken, or the | said sale hindered? And how long is it since this second agreement was | as you remember?

3. Item did not you agree to buy the said farme at another time for | three thowsand powndes, was there not an assurance then drawne <& betweene whome> & | went that bargaine forward or noe? yf noe was yt not broken off because | M^r Norton would not agree to take the mney in *parte* of payment for the office of kinges printer, nor to giue acquittance for the same to that end.

4. Item did you not alwaies find the said Robert Barker verie earnest | & forward in the sale of the said farme to paie for the said office? And | will not you yet be contented to buy the same, yf you may have it worth | yo^r money and good assurance. And did you euer tell M^r Norton that yo^u | never meant to buy yt or noe? as he hath reported. And doe not you | knowe that M^r Norton would haue sould yt so as the money might not | goe towards the payment for the office?

Daniel Hills
Nath. Weston

[Fo. 17^v]

Item were you present when an Indenture for the sale of Vpton | was brought to the *plaintife* to be by him sealed to yow M^r Windsor if yea when & where & what was the date thereof did | not the *plaintife* declare himself to you & the rest then *presente* | that he would seale it & whence on the said sale soe as the | *defendant*, beinge to receaue the monies would give the *plaintife* ?any? | acquittances for the same received in part for the office | of the printer, & did not the *defendant* refuse to giue | any such acquittance^s yf hee, how knowe yo^u the same | & that the *plaintife* refused to ioyne in that sale.

Daniel Hills
Nath. Weston.

[Fo. 18^r]

5. Item doe you knowe the parties <plain^{tife} & defendan^t> and William Windsor gent and the farme of Vpton nowe | in his possession? And doe you knowe of a decree in Chancery made by the Commissioners between ye | parties in this suite touching the office of the Kinges Printer; when was that decree made as you | remember, And doe you knowe that the *plaintife* Robert Barker did deale wth the said William § | Windsor to purchase the said farme of Vpton, yf yea, when did hee soe? did the said William | Windsor agree with him for yt, yf yea when, and how doe you knowe the same, were |

you present at the making of the said agreement? where was it made, and what was § | the price agreed vpon ? did the said M^r Windsor therevpon giue earnest for yt as you § | knowe or have heard? and of whome did you heare the same and when?

6. Item doe you knowe that the said M^r Windsor came vp to London vpon the said agreemen^t & made | provision of moneyes to pay for the said purchase? did the same proceed or break off and if yt § | brake of, by whose default was yt, did not the said M^r Windsor and his wife tell you at his § | then returne from London that M^r Bonham Norton would not agree to the said sale, & did they | not complaine that they were ill dealt withall? And that they found by M^r Norton that hee | had noe meaning that the said farme should bee sould, or to that effect.

7. Item was the said M^r Windsor then able in estate and Credit to haue paid for the said purchase in | ready money to your knowledge yea or noe? and is he not generally reputed to be a verie § | honest and sufficient man? And did not the defendan^{ts} daughter Sara Barker hinder the proceeding | of the foresaid bargaine <also> and declare herself to M^r Windsor that shee would not ioine in the saide | sale, and that her father had not moved her to yt? and did shee not divers times since affirme | as much in your presence? And did you not alwaies find the said Robert Barker very vrgent & | forward to sell the said farme towards the redemption of his office.

8. Item doe you knowe or haue you heard, that the said Bonham Norton was in hand in latter | time to sell the said farme for some other purpose & not towards paymen^t for the office? what | haue you heard herein & of whome : And haue you not also heard that M^r Barker | was willinge to ioine in that sale also, so as the monie might goe in paymente | towards the office according to former articles & agreemen^{ts}.

9. Item did not the said M^r Barker vpon the said first agreemen^t wth M^r Windsor intreat | you to tell M^r Phillip Gerrard thereof yf yea when? & did you soe accordingly, did M^r | Gerrard speak any thing to you then about the interest of twenty per Cente mencōned | in the decree? yf yea, what were his words to you remembrance, and did hee nott § | confesse to you that yt was never the Commission^{rs} meaninge to chardge M^r Barker wth any such | interest, but that they did mencōn yt in the decree to vrge him to doe his endeavour to | further the sale of Vpton or to that effect.

10. Item did not the said M^r Gerrard confesse in yo^r presence at Redding Terme that M^r Norton had bene wth him, & | had agreed to referre this cause to him alone being of his Councell to determye, & did hee not move M^r | Barker to doe the like did not M^r Barker consent thereto, did not M^r Gerrard therevpon drawe vp a note for | the submission of the cause to himselfe? cause his Clarke to write yt out, procure M^r Barker to sign it & promise | to

(verte [verso])

Daniel Hills

[Fo. 18^v]

to haue M^r Nortons hand to yt, and affirme that M^r Norton had promised to doe | the same? Did not M^r Gerrard therevpon assigne a daie and place about the end of that terme to heare and determine the cause. Did not M^r Gerrard & M^r Barker | meete; and did not M^r Gerrard then declare that M^r Norton would not | *performe* his promise after the terme was done; or to that effect? And are not | you one of M^r Nortons Tenants.

Daniel Hills.

[Fo. 19^r]

Deposicōns of witnesses taken the Eleeventh of May 1627 at Skynners Hall Lond. | Daniell Hills and Nathaniell Weston Comissioners by vertue of a Commission to them directed out of the | high Court of Chancery in a Cause there dependinge betweene Robert Barker Esquier Complainant & Bonham | Norton Esquire defendan^t.

1. **Thomas Talbott** of London Gent aged xxx yeares or thereabouts sworne and examined To the ffirst | he sayth he knoweth the parties plaintiffe and defendan^t and hath nowne them for the space of Ten yeares last past or thereabout.

10. To the Tenth Interogatorie he saieth he knoweth that all matters in varyance between the Plaintiffe and defendan^t touching the | office of Kings Printer and stocke to the said Office *per*teyninge and alsoe concerninge Certen Accompts of the Stacō[ners] [word illegible] | orders for paymen^t of money to the said Barker and the sequestracōn for default of paymen^t thereof and matters in difference | betweene the said parties were by Consent of both parties about the Third of March xx^o Jacobi King referred [2 words illegible] | out of the Channcery to the hearinge and fynall determinacōn of S^r Euble Thelwall Knight Phillip Gerrard and Thomas Jones | Esq^{ts} And that they about the ffive and twentieth of May 1623 made their Award and Certificate and subscribed their [conjectural: names to] | the same And that the said parties plaintiffe & defendan^t did likewise subscribe their names therevnto testifying thereto [2 words illegible] same And the same was afterwards decreed accordingly by the Ho^{ble} Court of Chancery.

11. To the Eleaventh Interogatory he saith he hath seene and considered of the said Certificate and he saith [4 words illegible] | Plaintiffe hath not performed the same in the most <of ye> the severall points thereof that [2 words illegible] to be [3 words illegible] | to this deponen^{ts} knowledge pay the Two thousand pounds at the tyme appointed by the [6 words illegible] | terme 1623 Neither to this deponen^{ts} knowledge hath he paid any other some or somes of money | to be paid except by the profits of the said Office. Neither hath the said the said Comp^{laintant} discharged the deponent of [2 words illegible] | accordinge to the said decree and this deponent verely beleeveth And he knoweth not that

the plaintife [2 words illegible] | of the said decree or Certificate savinge that as this deponent beleeveth [6 words illegible] | of the said Office.

12. To the Twelfth Interrogatory he sayeth he can say noe more then what he hath said. To the next [3 words illegible] | sauinge that he saieth that the p^{laintife} was to pay for the Moyetie of the said Office Eight thousand pounds ?himselfe [word illegible] | pounds payable as in the former Interrogatory is part and the other six thousand pounds was payable | one thousand pounds every halfe yeare consequently [word illegible] As by the decree coneaveth

17. To the seventeenth Interrogatory he saith that the [3 words illegible] by the said decree to disingage the defendan^t of all debts or | [word illegible] & the interest money thereof wthin three yeares next after the decree and pay the vse thereof and sayeth | the defendan^t from tyme to tyme during the same three yeares w^{ch} he did not performe in any part thereof to this [word illegible] And this deponen^t by dirreccōn of the defendan^t on or about the Thirtieth day of June 1623 give notice in writinge to [word illegible] | of the particuler somes of the said debts & Ingagem^{ts} & Interest money to the end that thereby he might know the [2 words illegible] | the same and discharge the defendan^t thereof. W^{ch} debts Ingagem^{ts} and Interest moneyes did they amount to [word illegible] | more and further he cannot depose.

18. To the Eighteenth Interrogatory this deponent saith That he knoweth not that the plaintiffe hath sold any lands or [word illegible] | for or towards the satisfacōn and paymen^t of the said Office debts and Ingagemen^{ts} Neither doth he know the plaintiffe [word illegible] | to sell any Lands or Leases for that purpose savinge that he heard the plaintiff say he had treaty wth one M^r Windsor | afterwards wth M^r Toby Cage and M^r John Cage about sellinge of the Lease of Vpton but did not procure other | further then that as this deponan^t hath heard the said Cages would giue Three thousand pound for the same so as [word illegible] | hundred pounds owinge by the Comp^{laintant} to the Lady Hart might be accepted as part of the same Three thowsand | pounds And he saith that the said Plaintiffe did not vpon speeches of the sale of Vpton bearinge the [2 words illegible] | wife of Christopher Barker (to this deponants knowledge) tender or offer any assurance of the [2 words illegible] | other lands then the Ioynture of the wife of the plaintiffe for the vse of the said Christopher and Sara his wife | to be sold. Neither to this deponen^{ts} knowledge did he tender or make any allowance for Convenient allowance of [2 words illegible] | of the said and Christopher and Sara as by the decree he should.

19. To the Nyneteenth Interrogatory he sayeth he beleeveth that the plaintiffe hath not bene hindered by the defen^{dant} [word illegible] | sale of any the lands or leases appointed by the decee to be sold Neither did the plaintiffe to this deponen^{ts} knowledge | any tyme tender to the defendan^t any writings or assurances for the selling or conveyinge of any of the said lands.

20. To the Twentieth Interrogatory he saith that the for the more speedier sale of Vpton did agree wth M^r W[indsor] | for the sale of the Lease of Vpton for w^{ch} the said Windsor

was and agreed to pay Three thousand pounds [word illegible] | Indenture purportinge a sale thereof to the said Windeser was sealed and deliuered by the *defendan^t* [3 words illegible] | Sara his wife wth Indenture as the Indenture now shewed to him this deponen^t and the Cause [5 words illegible] | that the Plaintiffe refused to ioyne in the sale thereof And the reason why the plaintiffe refused [4 words illegible] | *defendan^t* refused to accept the Three thousand pounds absolutely in part of paymen^t of the Office And this deponent saith [word illegible] | direcōn of the *defendan^t* he went wth a note the Copy whereof is now shewed vnto him) vnto the plaintiffe by [word illegible] | apperces that the *defendan^t* was Content that the Three thowsands for w^{ch} Vpton was to be sold [3 words illegible] | as the Comissioners [3 words illegible] the plaintiffe did performe the decree [4 words illegible] | [3 lines illegible]

Robert Barker

[7 lines illegible]

as March xxth Jacobi *King* referred vnto the hearinge and by all determinacōn of S^r Euble Thelwall Knight M^r | Gerrard & Thomas Jones Esquie^{rs} and he doth know that a Commission out of the Channcery was ordered | heard and determine the same accordinglie And they spent much tyme in the settling and debatinge of the same | differences and about the ffive and twentieth day of March 1623. made their Award and Certificate (amonge other | for the Restitucōn of the said Office W^{ch} Certificate was subscribed and Certified both by the Commissioners [word illegible] | said parties Plaintiffe and *defendan^t* with a clause of reuercōn made by the said Comissioners for them to [2 words illegible] | As by the words thereof to w^{ch} this deponen^t referreth himself appeareth w^{ch} Certificate was accordingly afterwards | decreed.

11. To the Eleaventh Interrogatory he sayeth he hath seene & Considered of the said Certificate and for performance | as touchinge the debts Ingagemen^{ts} & interest moneyes he saieth he hath past over lands by Indenture to the *defendan^t* | full satisfacōn thereof as he Conceaveth And touching the Office the *defendan^t* hath quietly received the pr[offits] | thereof and might haue had the Lease of Vpton or three thousand pounds or thereabouts for it wth proffitts | he saieth he doth not know wherein he failed to performe any materiall part of the said decree

To the Twelveth Interrogatory he saieth that he was to pay to the *defendan^t* Eight thousand pounds for [hole] | of the Moyetie of the said Office To be paid Two thousand pounds The Thirteenth day of June 1623 [word illegible]

Daniel Hills
Nathaniel Weston.

[Fo. 20^r]

day of Trinity terme in that yeare and One thousand pounds every halfe yeare afterwards till the said Eight thousand | pounds were paid As by the said decree to w^{ch} he referreth himselfe appeareth. And <he saieth> the said first two thousand pounds | was not paid at the day appointed by the said decree because the defendan^t and his daughter Sara did refuse to ioyne in | the sale of the Lease of Vpton that should haue raised moneyes by order of the Comissioners for the paymen^t of the | said Two thousand pounds. And he further saith that he verely beleeveth that if the said Lease of Vpton had bin then | sould as was ordered and still may and that the Office of the Printer had ben equally manadged by the persons ?vpon | on either part accordinge to the decree then he whole Eight thousand pounds had bin fully satisfied wth an ?ouerplus | he Conceaues by Colleccon out of the bookes of the said Office to w^{ch} this deponen^t referreth himselfe And any other | some or somes of money due to the said defendan^t by the said decree he sayeth he hath not paid to the defendan^t over and besides | the profitts of the said Office to his now remembrance.

17. To the seaventeenth Interrogatory he saith that he ought to disingage the defendan^t of such debts Ingagmen^{ts} and Interest [word illegible] | as in the Indenture is mencōned and to saue harmeles the defendan^t of and for the same But this deponen^t saith that the said defendan^t | before the Three yeares expired (notwthstandinge the decree extended this deponen^{ts} lands formerly conveyed vnto him by the | deponen^t) and sithence this deponent and <ye> defendan^t haue lately agreed by Indenture for the satisfaccōn of those debts Ingagmen^{ts} and | interest moneyes w^{ch} is the reason this deponen^t did not satisfie the same And he saith he doth not remember that any [2 words illegible] | giuen to him of the particuler debts Ingagemen^{ts} and Interest moneyes in this Interrogatory mencōned neither doth he knowe that | some the same amount vnto but refereeth himelf to the speciliaties and accompts.

18. To the Eighteenth Interrogatory he saieth that he hath not sold any landes or Leases for disingageinge of the defendan^{ts} | discharge of the Office of Kings Printer But he saith he had agreed and giuen his Consent for the sale [3 words illegible] | severall tymes beinge the Ioynture of Sara daughter of the defendant. But was hindred therein by the defendant [word illegible] | saith he tendred not any asurance of Sudely because the Comissioners by their authority giuen by the decree ?and ?by | of both parties vpon the defendan^{ts} mocōn did appoint satisfacōn for Saras Ioynture and parte [2 words illegible] | the Office and Parlam Park in lieu of her Ioynture by the lease of Vpton.

19. To the Nyneteenth Interrogatorie he saith he hath bin hindered by the defendants divers tymes in the sale of Vpton ffarme | that he hauinge agreed wth M^r Windsor to sell the same Lease one tyme for Three thowsand pounds or thereabouts | and another tyme for Two thousand nyne hundred pounds or thereabouts and receaued a Coach by [2 words illegible] | earnest the same Agreemen^{ts} were broken of by reason the defendan^t and his daughter refused to ioyne in the sale there [word illegible] | soe this deponen^t returned back the said horse and moneyes he receaued in earnest.

20. To the Twentieth Interrogatorie he saith he doth not know but hath heard the *defendan^t* did agree to sell the Lease of Vpton to | M^r Windsor for Three thousand pounds or thereabouts and did tender to this *defendan^t* by M^r Taylor the Indenture now | shewed to seale And this deponen^t saith that he was willing to haue sealed the same Indenture for the sale of Vpton | the *defendant* would give any note or acknowledgement^t vnder his hand to testifie his acceptance of the Three thousand pounds | in part of payment of the Eight thousand pounds for the Moytie of the said Office of Kings Printer after acccordinge to the | Articles of the said Comissioners And touchinge the note now shewed vnto him he saith he doth not remember that | such note of w^{ch} this is a Copy was even shewed to this deponen^t and he verely beleeveth this note was made after ?they | and Windsor were broken of in the said bargaine And this deponent saith that he spake to the said M^r Taylo^r why [word illegible] | tendered the said Indenture to this deponen^t as aforesaid to put in writinge the [word illegible] willingnes vpon the termes [word illegible] | to ioyne in the sale of the Lease of Vpton.

Barker plaintiffe Norton *defendan^t*.

Exparte *defendan^{ts}*

12. The Two and twentieth day of May 1627.

Roger Norton of the Parishe of S^t Anne Blackfriers London Gent aged Twenty seavon y[eares] [or] | thereabouts sworne & examined. To the twentieth Interrogatory he saith the Plaintiffe was by the [2 words illegible] | mencōned ordered to pay to the *defendan^t* for the moitie of the Office of Kings Printer the some of Eight thousand pounds | Two thowsand pounds about the ffirst day of Trinity terme 1623. and the rest by one thousand pounds eury Sixe months | followinge And the Plaintiffe did not pay to the *defendant* the Two thousand pounds at or before the ffirst day of Trinity | 1623 or att any tyme sithence Nor any other some or somes of money to this deponen^{ts} knowledge hath the Plaintiffe | paid to the *defendan^t* for or towards the satisfinge of the said Eight thousand pounds over and above the profitts of the | said Office.

13. To the Thirteenth Interogatory he saith that the Playntiffe according to the said decree did appoint and substi[tute] | Robert Constable to looke to the examinacōn of the said Office and from tyme to tyme to see the Accompts [word illegible] | same And the said Robert Constable did or might at his pleasure informe himselfe of the state of the [word illegible] <take and peruse the accompts [word illegible]> | accordinge to the said decree. And he saith that the said Robert Constable was not hindered prevented or disabled of | the examinacōn of the said Office or pervsall of the Accompte thereof by this deponent or by any other to this [word illegible] | vnlesse at sometymes by necessarie occasion or absence of M^r Bill or his servants or this deponen^t but [3 words illegible] | haue accesse to the books or other things required to be seene by the said Constable.

14. to the fforeteenth Interrogatory he said that the *defendan^t* and this deponen^t for him sithence the making of the [word illegible] | did vse their endeavor^s in the execucōn of

the said Office for the manadginge thereof to the best aduantage [word illegible] | *defendan^t* sithence the said decree hath often admonished this deponen^t and others ymployed in the said Office to be [word illegible] | Carefull in the Calling in and suinge for the debts due in respecte of [rest line illegible] | [word illegible] wth dilligence vsed for the getting in of the debts and other profits to the said office sithence [2 words illegible] | there was before the making thereof.

Thomas Harper

Exparte *defendan^t*

1. **Thomas Harper** The Two & twentieth of May 1627 | of the Parish of St Annes Blackfriars London Gent aged thirty eight years or | thereabouts sworne and examined. To the first Interrogatory he saith he knoweth the parties Plaintiffe and defendent [word illegible] | knowne the Plaintiffe these Twenty years and the *defendant* this twenty six yeares last past [3 words illegible].

13. To the Thirteenth Interrogatory he saith he knoweth not what was to be done by the decree but [3 words illegible] | did Cort as he Supposeth in the [word illegible] of the said Complaynan^t to see and look to the execucōn [4 words illegible] | tyme to tyme to see the Accompts Concerninge the same And the said Constable for only [3 words illegible] | had at one tyme or other the *pervsall* of the books of Accompts concerninge the said Office. And this deponent further [word illegible] | that the said Constable was not hindered prevented or disturbed in the execucōn of the said Office or *perusinge* of the [word illegible] | thereof by this deponen^t or any other to this deponen^{ts} knowledge.

14. To the Fourteenth Interrogatory he saith that the *defendant* and others imployed by him in the said Office haue sithence the due | day of December 1623 vsed their best endeavo^{rs} in the execucōn of the said Office to be manadged to the best advantage and [word illegible] | the said *defendant* hath from tyme to tyme called vpon those that were ymployed in the said Office to Call in and ?sue for [word illegible] owing | in respect of the said Office And further to this Interogatory he cannot depose.

Exparte *defendan^{ts}*

1. **Robert Constable** The Two and Twentieth day of May 1627. | of the parish of S^t ffaithes London Stationer age Thirty five yeares or thereabouts sworne and | examined. To the first Interrogatory he saith he knoweth both the said parties and hath knowne the Plaintiffe about Thirty yeares | and the *defendan^t* about Twelve yeares last past.

10. To the Tenth Interogatory he saith he beleeveth That the matters in varyance betweene the Plaintiffe & *defendan^t* mencōned in | this Interogatory were referred to the persons in the same Interogatory *nomininated* but for the tyme he doth not well remember but | referreth himselfe to the Comission & decree therevpon And he further saith that the said Commissioners did spend much time | in dealinge and setlinge of the

said differences And about May 1623 made their award & Certificate vnto wth [word illegible] | as this deponent Conceaveth the said parties plaintiffe & defendan^t did subscribe their monies testifying their Consent [word illegible] | the said Certificate as he conceaueth was afterwards by Consent of both parties decreed Ho^{ble} Court of Chancery.

Daniell Hills
Nathaniell Weston.

[Fo. 21^r]

11. To the Eleaventh Interrogatory he saith he hath seene & read the said Certificate And he conceaveth the plaintiffe in the [word illegible] | of the decree hath not performed the same but accordinge to the interpretacōn of the Comissioners in the preceedent Interrogatory *nominated* or two of them as they have often declared their meaninge to be the Complaynen^t hath performed the greatest [word illegible] the | but every *particuler* thereof he cannot now remember but referreth himselfe for the more Certenty to the said former comissioners | and to his *examinacōns* on the Plaintiffes behalf.

12. To the Twelveth Interrogatory he saith the plantiffe was by the said Award ordered to pay to the defendan^t for the Moitie therof | the Office stocke debts moneyes & other things of Kings printer Eight thousand pounds vizt. Two thousand pounds about | the first day of Trinitie terme 1623. and the other six thousand pounds by one thousand pounds every six monethes then | next followinge & fiue pounds *per Cent per annum* for the forbearance of the said last sixe thousand pounds to be accompted by | the said forst day of Trinity terme 1623. vntill the Same were paid accordinge to the said decree and he saith the plaintiffe | did not pay to the defendan^t the Two thousand pounds at or before the first day of Trinity terme 1623. according to the | ?Due of the decree Nor hath the Plaintiffe paid to the defendan^t any other some or somes of money for the said Office due | by the said decree other then such as hath bin raised out of the said Office to this deponents knowledge |

15. To the fifteenth Interrogatory he saith he did require other formes of accompt to be kept than those w^{ch} were kept for the | defendan^t and M^r Bill and to w^{ch} this deponen^t had sometymes accesse vnto And this deponen^t saith he found fault that divers | parcells of receipts for bookes sold were not entered in these bookes in their due tymes Nor at any other tyme to this deponents | knowledge And this deponent advised this Course to be held concerninge the same that the sales & receipts should be | duly entred and that all exacte accompts should be kept of the bookes & *paper* printed And he alsoe saith that he [word illegible] | soe well as he could (the bookes beinge kept soe intricate and they were) an accompte of Charge & discharge of money | receved and paid for the said office duringe those three yeares & for about one halfe yeare before out of such bookes as by | had sometymes accesse vnto w^{ch} were kept betweene the Agents of the defendan^t and M^r Bill or of M^r Bill and the | Sequestrators for the halfe yeare or thereabouts .

16. To the sixteenth Interrogatory he saith that about Midsomer last this deponent & the defendan^t did *pervse* some bookes of accounts | for receipts and paymen^{ts} of the Office of Kinges Printer kept by the Agents of the defendan^t & M^r Bill but for the *particulers* ?of | every halfe yeeres receipts and paymen^{ts} this deponent doth not now well remember but referres himselfe to the said book | of Accompts and accompt. And this deponent saith he did finde fault and take exception to divers parcells of receipts w^{ch} | were not entered in those bookes of Accompts that this deponent & the said defendan^t could there <then> fynde the *particulers* whereof | this deponent doth not now remember. But whether this deponent did then require any other accompt to be made or | not he doth not now remember but doth Conceave if he did not then require any other accompt it was that this deponent | would not then hinder the Accompt that the defendan^t & this deponent was then ?Collectinge out of some of the bookes of Accompt | kept by the defendan^t & M^r Bills agents for the Office.

17. To the Seaventeenth Interrogatory this deponent saith he Conceaveth that by the said decree the said Complaynen^t was to | disingage the defendan^t from all such debts & engagements and the defendan^t stood bound as surety for the Complaynent and [word illegible] | likewise to pay to the defendan^t all such moneys w^{ch} the Complaynent had borrowed of or did owe to the said defendan^t and | for the more Certainty thereof as alsoe for the tyme of dischargeinge and payinge this deponent referreth himselfe to the | decree And this deponent further saith that he knoweth the Plaintiffe hath assigned divers lands over to the defendan^t for the | satisfaccōn of the said debts and engagements and that the defendan^t hath entred vpon those Landes & receaved profitts thereof | but how much the same profitts amount vnto or of whome receaved this deponent knoweth not. Neither doth he know that | the plaintiffe had notice according to the decree of the severall Ingagemen^{ts} and interest monyes Nor to what the same | did amount vnto And the reason why the said Complaynen^t did not satisfie the said debts & ingagemen^{ts} was as the | deponent conceaveth because all parties interested in the plaintiffes said lands could not be brought by the Playntiffe | to ioyne in the makeinge of the Assurance thereof to purchases.

18. To the Eighteenth Interrogatory this deponent saith that he knoweth the Complaynan^t hath not sold any lands either for | the payinge for the said Office or disingageinge of the defendan^t but the plantiffe had Contracted wth M^r William | Windsor Tenant of the lease lands of Vpton for the Lease thereof towards the payment of the said Office And this | deponent hath heard that the Complaynen^t did offer to sell certen lands for disingageinge of the defendan^t and had sould | the same lands if good assurance Could haue bin made as this deponent hath heard And this depon^t further saith? | that the said plaintiffe vpon the speeches of the sale of Vpton beinge part of the Ioynture of Sara wife of Christopher | Barker did offer that M^r Norton should drawe vpp by his owne Councell such Assurance of Sewdley & other lands | then the Ioynture of the wife of the plantiffe for the Conveyance thereof to the said Sara as was intended by the same | decree and then the plantiffe would seale the same and the plantiffe was alsoe Contented to assure as well for M^r | Christopher Barkers & Saraes *parte* maintenance is for futher & better assurance of the said Saraes Ioynture | such interest as he the said plaintiffe might or ought to have out

of the said office and was alsoe Content that if he did | not pay the rest of the money payable for the redemption of the said Office that then the said money receaved for | Vpton should remaine and be for the Assurance of the Ioynture and benefitt of the said Christopher & Sara and their | Children And for further answeare of the Contents of this Interrogatorie hereferreth himself to his examinacons on the [word illegible] | Complaynants behalfe.

19. To the Nyneteenth Interrogatory this deponent saith that the Complaynan^t as this deponen^t Conceaveth hath bin hindered | by the defendan^t in the sale of some of the landes or Lease appointed by the decree to be sold because the defendan^t either would not | ioyne in the sale thereof or did not bringe in such as he was or his part to bringe in to ioyne in the sale thereof And he | further saith that the playntiffe did not tender to the defendan^t any writinge or assurance for the sellinges assurance of ?any | the premises to any person or persons to this deponen^{ts} knowledge because as this deponen^t hath heard and beleeveth [hole] | had not any Counts or Counterparts of the lands to be sold but the same Conveyances in the said deponents hands and [hole] | beeleveth And for further answeres to the Contents of this Interrogatory he referreth [hole] | Complaynen^{ts} behalf.

20. To the Twentieth Interrogatory this deponen^t saith that the defendan^t as this deponent hath heard did about [hole] | terme <Anno> 1625 agree wth one William Windsor [5 words illegible] | of any Indenture that was sealed purportinge the sale thereof but he [hole] such an Indenture [word illegible] sealed [word illegible] | defendan^t Christopher Barker and Sara his wife beleeveth the Indenture [word illegible] showed to this deponen^t to be [2 words illegible] | Indenture and this deponen^t hath heard Windesor was to pay for the same [word illegible] thowsand pounds and that [words illegible] | why the same proceeded not was because the Playntiffe the rest of the [word illegible] did not seale the said ?Indentures | and this deponen^t hath heard the plaintiffe did preffer to ioyne in the sale thereof if the defendan^t would accept of [word illegible] | said money in part of paymen^t of the said Office and Cease to style himselfe Kinges Printer as this deponent [2 words illegible] | he should haue done by the decree to w^{ch} he referreth himselfe But what meanes the defendan^t [3 words illegible] | plaintiffe therein and to persuade him to ioyne in the sale thereof he knoweth not, Neither [3 words illegible] the | in paper now shewed to this deponen^t is a true copy of the Note w^{ch} the defendan^t [7 words illegible] | the Playntiffe vpon readinge of the said Note did denye to ioyne in the sale thereof.

Robert Norton [sic. Barker] Plaintiffe Bonham Norton defendan^t

Joseph Baysett The ffouere & twentieth day of May 1627 | of the parish of S^t Giles wthout Crippe Gate London. Stationer aged ?ffiftie ?six ?yeares or | ?thereabouts sworne & examined. To the ?Thirteenth Interrogatory this deponen^t saith that the Plaintiffe | accordinge to the decree appoint and substitute Robert Constable to sea & looke to the execucōn of the said Office | and from tyme to tyme to take the Accompts concerning the same and he further saith that the said [word illegible]

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did looke to the said Office and at his pleasure when he would did informe himself of the said Office and took | perused or might take & peruse the Accompts of the said Office accordinge to the said decree and was not [word illegible] | therein by this deponent or any other by this deponent^{ts} knowledge this deponent beinge one of the warehouse keepers of the | said office.

To the ffoureteenth Interrogatory this deponent^t saith that the defendan^t or Roger Norton for him did vse them besides | endeav^{rs} for the manadginge of the said Office in the examinacon thereof to the best advantage and the defendan^t did ?of | tymes admonish those that were employed in that business to be dilligent and Carefull in the Callinge in and suing | for debts due in respecte of the said Office w^{ch} this deponent^t knoweth the better to be true because he this deponent^t | was employed in the gatheringe & Callinge in of those debts and was much blamed by many of the Company | for beinge soe earnest wth them for the same debts . And this deponent beinge employed therein about Nyne yeares saith | that there was as much dilligence vsed in the gathering in of debts & examinacon of the said office sithence the said decree | as was vsed before.

The ffower & twentieth day of May 1627.

John Winterborne of the parishe of S^t John Latcharie London Gent aged Thirty three yeares or §§ | thereabouts sworne & examined.

21. To the One & Twentieth Interrogatory this deponent^t saith he knoweth the *Lettre* now shewed vnto | him beginninge M^r Gerrard I haue acquainted M^r Norton xct. beinge partly the hand writinge of this deponent and partly | the hand writinge of M^r Thomas Jones Esquier now deceased as this deponent^t verely beleeveth that w^{ch} this deponent^t writt | beinge done by the direccō of the said M^r Jones And for the truth of the substance thereof consistinge of so many parts | this deponent^t cannot *precisely* say otherwise then that the defendan^t did allwaies seeme to this deponent^t to be ready & §§ | willinge that the Lease of Vpton should be sould if other lands were assured in lieu thereof accordinge to the decree.

22. To the Two and twentieth Interrogatory This deponent^t saith he knoweth the writinge likewise now shewed vnto him | dated 30th July 1623 ?worded as he remembeth Cary therevnto patents & Indentures therein mencōned to M^r Gerrard | about the same tyme and the Cause why the said *Lettres* patents & Indenture were not lefte wth him was for that the | said M^r Gerrard would not subscribe to the said Note. Wthout strikeinge out of the words there stricken out beinge about | five lynes in the latter and of the said Note And this deponent^t verely bleeveth that dirreccōn was giuen that the reytale | of the said *Lettres* patents should be written out and sent to M^r Gerrard and that the same was written and sent according | on or about the said Thirtieth day of July 1623.

Barker p^{laintife} Norton defendan^t

Exparte defendan^{ts}

The nine & twentieth day of May 1627. **Euble Thelwall** of Grayes Inne in the County of Middelsex Knight One of the Maste^{rs} of the high Court of | Channcery aged Three score & three yeares or thereabouts sworne & examined.

2. To the second Interrogatory he saith he | was appointed a Commissioner wth Phillip Gerrard & Thomas Jones in the Interrogatory named as by the Commission | wherevnto this deponen^t referreth himselfe may appeare. And this deponen^t & they did often sitt about the examinacōn there | and did make a Certificate in the said Cause by the Consent of the said parties. And this deponen^t did intend that | the said defendan^t should be truly paid the money that was agreed vpon betweene them for the Moytie of the said | Office And this deponent did not intend that all the Certificate should be in all things performed forth that there is | Twenty in the hundred given vpon default of paymen^t of the first two thousand pounds w^{ch} penalty the deponen^t | never intended noras this deponen^t thinketh did the other Commissioners intent should be paid by the playntiffe but | was sett vpon him to make him the more carefull to pay the money and the defendan^t the more assured to receive | his money and the more willing to ioyne in the sale of the farme of Vpton w^{ch} was intended to be sould And | this deponen^t saith there is a Clause in the said Certificate that gives power to this deponen^t & the other Comissioners | to heare & determine any debt that might arise concerninge any matters conteyned in the said Certificate Vpon w^{ch} | Cause this deponen^t Concearneth he & the other Commissioners had sufficient authority to moderate the said penalty | and this deponen^t & the other Commissioners to moderate the said penaltie | and this deponen^t & he & the other Comissioners together wth the said Plaintiffe & defendan^t did subscribe their names to the | said Certificate.

3. To the Third Interrogatory this deponen^t saith that he was informed by the said parties of some bargaine or | Contrary [word illegible] therein and that there was a suite therevpon w^{ch} as this deponen^t taketh it was the occasion that | drewe on the [3 words illegible] & the other Comissioners had about the same And as for the Indenture now ?seene | by this deponen^t he cannot now remember why ?then he never sawe it before this tyme or not but [small hole] certainty of | [word illegible] somme conteyned in the said Indenture and for the defendan^t enioying of the said Office he referreth himselfe ?to | the same Indenture w^{ch} was [word illegible] before this deponen^t had any intermedlinge in the said [small hole] to the ?rest of | [6 words illegible] deponen^t cannot Certainly & materially depose.

4. To the ffourth Interogtory this deponent saith that the Cause that moved this deponen^t & as this deponent [word illegible] | conceaueth was a Motiue that moved the rest of the Comissioners to sett downe the some of Eight thousand pounds | that the playntiffe was to pay to the defendan^t was the Consent of the said plaintiffe & defendan^t w^{ch} some as

this deponen^t | conceaueth was a full price of the Moiety of the said Office and this deponen^t was satisfied that the same was a full | vallue for that M^r Bill did tell this deponen^t he would take somuch for the other moiety of the said office And the | reason that moved this deponen^t and <as> he taketh the rest of the Comissioners to allowe the defendan^t but five in the | hundred for the six thousand pounds parcell of the same in the decree mencōned was for that the defendant was ?to | receave from tyme to tyme money [word illegible] particuler ?sale of bookes before he was to allowe any vse for ?the ?same | beinge to accompt but euery six monethes. And the reason why the defendant should [4 words illegible] | the office should be settled [2 words illegible] defendan^t was because the defendan^t had the Office & the vse of the entire money from tyme | to tyme and it was but the ordinarie [9 words illegible] And [2 words illegible] | reason of Twenty in the hundred this [2 words illegible] gave any other answeare then what he hath [word illegible] Interrogatory | [hole] Interrogatory this deponent saith that he hath [3 words illegible] full answeare [hole] | [word illegible] Interrogatory in his answeare to the ?seaventh Interrogatory | [hole] Interrogatory [2 words illegible] saith [6 words illegible] Certificate Somewhat [2 words illegible] [hole] | [hole] Interrogatory to w^{ch} this deponent refereth himselfe [4 words illegible] | [hole] [line illegible] | of the Comissioners that made the said Certificate that the defen[dant] disingaged & [hole] | As by the Certificate to w^{ch} this [word illegible] refereth himselfe [2 words illegible] And further to this In[hole, *conjectural*: terrogatory he cannot] | materyally depose.

8. To the Eight Interrogatory this deponen^t saith that it appeareth by the said Certificate & [word illegible] | was the meaning of this deponen^t & the rest of the Comissioners ?concerning ?the ?matters questioned by [hole] | Interrogatory to w^{ch} this deponen^t for more Certenty referreth himselfe And [5 words illegible] | Interrogatory this deponen^t cannot depose.

9. To the Nynth Interrogatory this deponen^t sayeth that he referreth himselfe concerninge the [3 words illegible] | to the Clause in y^e said Certificate & to the Articles made since betweene y^e said plantiffe [4 words illegible] | demands of this Interrogatory better than this deponen^t.

18. To the Eighteenth Interrogatory this deponen^t saith he knoweth not of any lands that the [3 words illegible] | said plantiffe was willinge to haue sold the farme of Vpton & brought some to the Towne of [2 words illegible] | [hole] some w^{ch} as this deponen^t verely beleeveth have bin sold if the defendan^t had not hindered the ?same. And | [hole] plantiffe & his wife as the deponen^t

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Interrogatories to be administred aswell to Robert Barker Esquier Complainant against Bonham norton | *defendan^t* as also to Witnesses to be produced on the parte & behalfe of the said *defendan^t*.

1. **Imprimis** doe you knowe the said parties Complainant & *defendan^t* & how long haue yow knowne them & either of them.

2. Item were you together with Phillipp Gerard & Thomas Jones Esquiers appointed Comissioners ?by| Comission out of the highe Courte of Chancery To heare & determyn the differences between the *plaintife* & | *defendan^t* touchinge & concerninge the Office of kynges Printer & Stock to the said office pertheyninge And also | touchinge & concerninge certeyne accompts of the Stacōners & order for payment of money to the said | Barker and the Sequestration for default of payment thereof & other matters in difference betweene | the said *plaintife* & *defendan^t* did you not sundry tymes sitt for the examinacōn of the said Comission And [word illegible] | did you make a certificate in the said cause And did you not intend that the said Certificate [word illegible] | be performed by both the said parties all points according to the termes thereof And whether [word illegible] | the said Comissioners & parties subscribe & agree to the said Certificate accordingly.

3. Item did there not appeare to you an Indenture dated about 9th December 1619 wherein the *plaintife* should | haue againe the Office of Kynges Printer paying to the *defendan^t* 11000^{li} vizt 10000^{li} the rest on or before the | ffeaste of St Michaell 1622 & the other 1000^{li} within sixe Monthes next after the decease of the *plaintife* or | *defendan^t* was the said 10000^{li} so pay^d And was not the *defendan^t* (for default of payment thereof) to enioy the said | office absolutely & is not this the Indenture here shewed vnto you & whether did it then appeare ?to ?you | or were you enformed that the *defendan^t* was indebted for the said office in great sommes of money for w^{ch} [word illegible] | payd vse after the rate of x^{li} per Cent per annum.

4. Item what moved you in your said Certificate to appoynt the p^{laintife} to pay to the *defendan^t* but 8000^{li} [word illegible] | by the said deed vnder the *plaintifes* hand & seale you found there was due to the *defendan^t* by the *plaintifes* 11000^{li} | declare the full & whole cause & reason thereof And what was the Cause & reason That you ?appointed | but 5^{li} per Cent to be payd by the *plaintife* to the *defendan^t* for the 6000^{li} in the decree mencōned And that the | *defendan^t* should pay to the *plaintife* x^{li} per Cent for such moneyes as hee should repaie to the p^{laintife} in case the | office should be invested in the *defendan^t*. And that if the *plaintife* failed in any of the payment of the 6000^{li} | aboue the said tyme lymitted he should pay the *defendan^t* for every such some so falling [3 words illegible] | xx^{li} per Cent vntill the said somme should bee payd de[hole] the full & whole causes & resent [word illegible].

5. Item whether did you cause the *parties plaintife & defendan^t* to [hole] [sub]scribe their seuerall hands to [2 words illegible] | Certificate to bee decreed as by their mutuall con[sent] to the same And did you subscribe you^r name to | the same Certificate, as witnesse to their Consents, And was it then your meaning that the said *parties* should in all points performe the said Certificate according to the teno^r & true meaning thereof.

6. Item was it not the true meaning of the said Certificate That whatsoever bookes or money had | before the said Certificate beene taken out of the Stock of the said Office by M^r Barker | M^r Norton or M^r Bill, noe question or advantage should be taken thereof.

7. Item was it not the true intent & meaning of the said Certificate That the *plaintife* should ?Disingage | *defendan^t* of all the *plaintife^s* debts & other engagements wth his damages wth in three yeares next ensuing | the said Certificate And that the *plaintife* should pay the vse & saue the *defendan^t* harmelesse thereof and | did you not hould it Conscionable & reasonable that the said debts & engagements should be satisfied | out of the p^{laintifes} lands & Office.

8. Item was it the true meaning of the said Certificate that the *defendan^{ts}* daughter should | relinquishe her Iointure in Vpton & Ioyne in the sale thereof before shee had other lands according to | the decree Assured to her in lewe thereof And doe you not conceaue That shee had iust cause to | refuse to Ioyne in the said sale vntill she were provided for according to the decree.

9. ffirst did you in your reseruacōn of determining any doubt or question that should arise between | the said *parties* concerning the matters mencōned in the said Certificate intend to make [word illegible] | orders or agreements or to determyne any new matter, or but only by way of explanacōn to exp[lain] | ambiguities that might be conceaued arise to arise in the said decree or what other intention [word illegible] | had you therein.

10. Item do you know or beleeeve that the matters in variance betweene the *plaintife & defendan^t* touching the [word illegible] | of Kynge's Printer & Stock to the said office perteyning & also touchinge concerning certeyne accompts of | the Stacōners orders for payment of money to the said Barker & the Sequestracōn for default of | paymen^t thereof & other matters in difference between the said *plaintife & defendan^t* were by consent of both *parties* | about the third of March 20^o Iacobi reformed to the hearing & ?fineall determinacōn of S^r Euble Thelwall | Knight Phillipp Gerrard & Thomas Jones Esquiers | doe you know or beleeeue that a Commission out of the | Channcery was awarded to them to heare & determyne the same accordingly and that they the said Comissioners | spent much tyme in debating & setling of the same differences & about 25^o May 1623 made there | Award & certificate, Whether did the said *parties* subscribe their names to the same Certificate [word illegible] | their Consents thereunto and whether was the same Certificate afterwards by consent of both *parties* | in the Ho^{ble} Courte of Chancery.

11. Item haue you seene and considered of the said Certificate and whether hath the Complainants to you^r ?knowledge | or as you beleeeue performed the same or any parte

thereof or his *parte* as he ought to haue done [word illegible] | what *partes* therof hath hee performed and wherein hath hee failed to performe the same to you^r [word illegible] | or as you beleeeue.

12. Item what some or somes of money was the p^{laintife} by the said Award order & deemed to paie to [word illegible] | for the moity of the Office of Kynges Printer and att what tymes was the same paieble & did the *plaintife* [word illegible] | the *defendan^t* 2000^{li} all or before the first day of Trynity terme 1623 according to the said decree or [2 words illegible] | sithence & what other somes of money sithence due by the said decree hath the *plaintife* to yo^r knowledge paid | or caused to be paid to the *defendan^t* for or towards the said Office ouer & aboute the proffitts of the Office.

13. Item did the Complainant according to the said decree appoint and substitute any one to see & looke ?to ?the | execucōn of the said Office & from tyme to tyme to see the accompts concerning the [word illegible] And wth ?the [word illegible] | the said to be soe nominated looked into the said Office & from tyme to tyme as his pleasure | [word illegible] himselfe wth the state of the said Office And whether hath hee taken or perused the Accompts concerning | [word illegible] accordinge to the said decree or not and whether throughe you or any other meanes was [word illegible] | way hindered prevented or disturbed therein.

14. Item Whether hath the *defendan^t* or others for him sithence the making of the said decree vsed his or their best | endeauo^{rs} (in execucōn of the said Office) that the same should be managed to the best advantage and w^{ch} ?there | sithence the said decree hath he often or at any tyme admonished those that were employed in that businesse | to be diligent & careful in calling in, & suing for the debts owing to or in respect of the said | office and whether hath there not beene as much diligence vsed for the gettinge in of debts and other benefit | to the Office as their was before the making of the said decree.

15. Item did you require during the tyme of the 3 yerres mencōned in the said decree any other booke of | accompts to be kept than those you had accesse vnto what fault did you so fynd & what other course did | you so aduise to be taken & did you not decree out the Accompt of charge & discharge betweene the [word illegible] | *defendan^t* during the said 3 years out of the said bookes declare the truthe xc^t. |

16. Item whether did you & the *defendan^t* since Midsomer last conferr together concerning the Accompts of the | Office of Kyngs Printer And whether vpon [word illegible] vpp of the same accompts did not you ?agree [word illegible] | were parts of the said office from 21 december 1622 to the 6 December 1623 amounted to 3809^{li} [word illegible] | and that the payments in that tyme amounted <to> 1706^{li} 15^s 6^d & that the receipts of the said Office ?since | December 1623 to 14th of June 1624 amounted to 2402^{li} 1^s and the payments in that tyme to ?3215^{li} 4^s | and that the receipts of the said Office from 14th of June ?1624 [hole] to the 19th December [word illegible] | to ?3419^{li} 5^s & the paymen^{ts} in that tyme to 1207^{li} -0-2^d And that the receipts of the said Office [word

illegible] | [word illegible] of December 1624 to the 19th June 1625 amounted to 2667^{li} 4^s 4^d & the paymen^{ts} in [*conjectural*: that time] | 1607^{li} ?^s 2^d And that the receipts of the said Office from the 19th of June 1625 to the 19th of December | 1625 amounted to ?1223^{li} 1^s 10^d & the paymen^{ts} in that tyme to 700^{li} and that the ?receipts ?of [hole] | from the 19th of December 1625 to the 19th June 1626 amounted to 2670^{li} ?^s 7^d or [hole] the tyme to 2403^{li} 1^s 4^d what fault or excepcōn did you then take to the said Accompts or [word illegible] | require any other Accompts to be made.

Item Whether by the said decree was the Comp^{laint} to disingage the defendan^t from all such debts as the defendan^t | stood bound in surety with the Complainant and likewise to pay to the defendan^t all such ?charges w^{ch} the Complainant | had borrowed or did owe to the defendan^t what tyme was lymitted by the decree for the disingaging | paying & performinge the same Whether was the plaintife from the making of the said decree [word illegible] paie the use & save | harmlesse the debts of & from all Engagmen^{ts} and other moneyes whether lent disposed or [word illegible] by the defendan^t to or of | the plaintifes whether hath the plaintife accordingly performed the same or any part therof if yea [2 words illegible] who §§ | & how much hath he paid And whether or noe hath the plaintife receaved notice accordinge to the decree of the seuerall | engagements & intereste money to how much did the same moneyes engagements and intereste moneyes amount | vnto and why hath not the plaintife satisfied the promisses declare your knowledge & the truth therein att Large.

Daniel Hills
Nath Weston

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Item Whether hath the Complainant sould or agreed to sell any lands or leases for the disengaging of the defendan^t | for the payeing for the said Office according to the decree or whether (vppon the speeches of the | Vpton) being the Iointure of Sara the wife of Christopher Barker, did) the plaintife tender or offer any | Assurance of the the Mannor of Soudley & other lands then the Iointure of the wife of the plaintife [word illegible] | for the vse of the said Christopher & Sara in liew & recompence of Vpton aforesaid according to the | decree or not & did hee make or tender any Assurance for convenient allowance of maintaynence of | the said Christopher & Sara as by the decree hee was to doe |

Item hath the Complainant att any tyme beene hindered by the defendan^t in the sale [3 words illegible] | appointed by the decree to be sould how & in what manner was hee soe hindered did [2 words illegible] | tender to the defendan^t any wryting or As assurance for the sellinge or Conveighing of any [2 words illegible] | premisses to any person or persons.

Item did the defendan^t for the more speedier sale of Vpton agree with [hole] | for the sale therof was there any Indenture sealed purporting the sale thereof to the [hole] | ?To

whom was the same sealed. Is not this Indenture now shewed vnto you the same Indenture | sealed how much <money> was the said Wyndsor to pay for the same how farr proceeded they in their | agreements what was the cause that the same agreement was not perfected whether [word illegible] | *plaintife* refused to Ioyne in the Sale thereof what was the *plaintifes* reason soe to refuse & what | meanes vsed the *defendan^t* to satisfie the *plaintife* therein & to *perswade* him to ioyne in the sale | thereof Is not this Note in *paper* now shewed vnto yow a true Coppie of the note w^{ch} | the *defendan^t* sent to the *plaintife* & did not the *plaintife* vppon reading the said note deny to ioyne | in the sale thereof declare therewith xc^t.

Item doe yow knowe this letter now shewed vnto yow to beginning M^r Gerrard [2 words illegible] | acquainted M^r Norton xc^t by whose direccōn or appointment was the same drawn or written | & whose hand writing is the same & whether doe yow knowe or beleue the same to be in | substance true.

Item doe yow <knowe> the writinge now shewed vnto yowe dated the xxxth day of July 1623 did yow ?carry | the letters Pattents and Indentures mencōned therein to M^r Gerrard about the same tyme | what was the cause the same were not left with him, and whether doe you nowe | beleue that direccōn was giuen that the Recitall of the said letters pattents should be | written out & sent to M^r Gerrard was the same written & sent accordingly & about what | tyme was the same soe done.

Daniel Hills
Nath. Weston.

[Fo. 24^r]

To the Right Honorable | S^r Thomas Coventry | Knight lord Keeper | of the greate Seale | of England.

[Fo. 24^v]

[this is perhaps a continuation of 18. Fo. 22^r]

other Lands for the satisfyinge of the *defendan^t* And this deponen^t knoweth wheather any assurance was tendered | that tyme but (as his deponent taketh it) there was some other provision intended to be made in lieu of the Ioynture | of the said Sara w^{ch} as this deponen^t taketh it will appeare by the Articles made since the said decree to w^{ch} this | deponent referreth himselfe.

Daniel Hills
Nath. Weston

[FINIS]